

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

RIGID SYSTEMS, LLC

RIGID Systems, LLC is a new generation information technology (IT) services company that focuses on value, speed of delivery, and high performance technology solutions. We provide services and solutions to the companies where Information Technology is critical to their corporate mission. RIGID's High Performance IT approach combines people, business process, and advanced technology solutions in a comprehensive set of information technology and change process integration services.

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



RIGID Systems LLC

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Columbia, MD 21044

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Contract Number GS-35F-0160M

Option Period 1: February,15 2007 Through February 14, 2012

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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**INFORMATION FOR ORDERING OFFICES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic deliver is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation pin, within the aforementioned areas, for orders received from overseas activities.

Overseas deliver is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

2. Contractor's Ordering Address and Payment Information:

GS-35F-0160M
(410) 715-4446
www.rigidsystems.com

Orders:

RIGID Systems LLC
Attn: GSA Orders
30 Corporate Center
10440 Little Patuxent Parkway
Suite 200
Columbia, MD 21044

Remittance:

RIGID Systems LLC
Attn: GSA Remittance
30 Corporate Center
10440 Little Patuxent Parkway
Suite 200
Columbia, MD 21044

Contractors are required to accept the credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

Technical and Ordering Assistance: The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

Phone: (410) 715-4446; feel free to call for Technical and Ordering Assistance

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **137047762**

Block 30: Type of Contractor –

A. Small Disadvantaged Business

Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification
Number (TIN): **51-0382190**

4a. CAGE Code: 1SDX4

4b. Contractor **has** registered with the Central
Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall
deliver to destination within the number of calendar
days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-51</u>	in accordance with individual orders issued pursuant to this contract

b. URGENT REQUIREMENTS: When the
Federal Supply Schedule contract delivery period
does not meet the bona fide urgent delivery
requirements of an ordering agency, agencies are
encouraged, if time permits, to contact the Contractor
for the purpose of obtaining accelerated delivery.
The Contractor shall reply to the inquiry within 3
workdays after receipt. (Telephonic replies shall be
confirmed by the Contractor in writing.) If the
Contractor offers an accelerated delivery time
acceptable to the ordering agency, any order(s)
placed pursuant to the agreed upon accelerated
delivery time frame shall be delivered within this
shorter delivery time and in accordance with all other
terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic
Discounts have been deducted.

- a. Prompt Payment: 0 % - 30 days from
receipt of invoice or date of acceptance, whichever is
later.
- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions
- e. Other

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated
country end products, Caribbean Basin country end
products, Canadian end products, or Mexican end

products as defined in the Trade Agreements Act of
1979, as amended.

**9. Statement Concerning Availability of Export
Packing:**

None

10. Small Requirements: The minimum dollar
value of orders to be issued is \$ 100.

11. Maximum Order (All dollar amounts are
exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following
Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information
Technology (IT) Professional Services

**12. ORDERING PROCEEDURES FOR
FEDERAL SUPPLY SCHEDULE CONTRACTS.**

Ordering activities shall use the ordering procedures
of Federal Acquisition Regulation (FAR) FAR 8.404
when placing an order or establishing a BPA for
supplies or services. These procedures apply to all
schedules

- a. FAR 8.405-1 Ordering procedures for supplies,
and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services
requiring a statement of work.

**13. FEDERAL INFORMATION
TECHNOLOGY/TELECOMMUNICATION
STANDARDS REQUIREMENTS:**

ordering activities acquiring products from this Schedule must
comply with the provisions of the Federal Standards
Program, as appropriate (reference: NIST Federal
Standards Index). Inquiries to determine whether or
not specific products listed herein comply with
Federal Information Processing Standards (FIPS) or
Federal Telecommunication Standards (FED-STDS),
which are cited by ordering activities, shall be
responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security

clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market

purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services.

For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

The EIT standard can be found at:

www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms

and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts

under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15)
(AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule

contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

Senior Project Manager

Minimum/General Experience: The Senior Project Manager has experience in the full life cycle implementation and Computer Software solution. He/She plan, directs, and coordinates activities of the project, works with the client, software vendors, and

project team to ensure that project goals are accomplished.

Functional Responsibility: Duties / Responsibilities Include:

For a given Delivery Order, the Senior Project Manager serves as RIGID's single contract manager, and will be RIGID's authorized interface with the government's Contracting officer's Representative (COR), other government management personnel, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, and communicating policies, purposes, and goals of RIGID Systems to subordinates and subcontractors.

Responsible for the overall contract performance.

Manages support operations that may include multiple projects. Organizes resources to support multiple concurrent projects and manages the execution of multiple concurrent projects. Organizes, directs, and coordinates planning and production of all contract support activities. Identifying opportunities to apply information technologies and/or processes changes to improve business results in the ways that help clients succeed; Assisting the customer's business units in identifying effective uses of technology to improve business processes; Researching emerging technologies and recommending use of technologies to achieve business objectives; Develop and maintain transaction and quality measures
Address change requests and bugs with client
Schedule and facilitate project meetings
Insure strict adherence to project budgets Delegate project tasks to team members
Report project status to client management. Identify, track and resolve all project, client, and personnel issues

Minimum Education: A Bachelor's degree required as a minimum; and an advanced degree in computer science, engineering, business, or related academic field is highly desirable. The Senior Project Manager will at least 7 years experience in managing IT projects.

Project Manager

Minimum/General Experience: Five (5) years of experience in project management. He/She plan, directs, and coordinates activities of the project,

works with the clients, software vendors, and project team to ensure that project goals are accomplished.

Functional Responsibility:

- Identifying opportunities to apply information technologies and/or processes changes to improve business results in the ways that help clients succeed;
- Assisting the customer's business units in identifying effective uses of technology to improve business processes;
- Researching emerging technologies and recommending use of technologies to achieve business objectives;
- Develop and maintain transaction and quality measures
- Address change requests and bugs with client
- Schedule and facilitate project meetings
- Insure strict adherence to project budgets
- Delegate project tasks to team members
- Report project status to client management
- Identify, track and resolve all project, client, and personnel issues

Minimum Education: Bachelor's Degree

Solutions Architect:

Minimum/General Experience: This will be an information technology specialist who provides specialized technical solutions to end clients. He or she must have an in at least 5 years experience in implementing the desired software technology. This candidate should have the ability to balance technology capabilities with customer expectations. He or she will possess excellent communication skills, both verbally and written and be able to communicate at both a technical and managerial level. As a Solutions Architect, they will be able gather requirements, design the solution and follow through in the development lifecycle using industry standards, best practices and RIGID's development methodologies.

Functional Responsibility: Duties / Responsibilities Include:

Lead the implementation of desired software package. Perform requirement analysis and design by gathering input from the government representatives and by examining existing systems. Designs the technical solution. Understanding processes, strategic vision, Interviewing and surveying client technical representatives. Be able to

integrate other technology tools to desired software package. Develop robust and scalable applications in the desired software platform. Recommend enhancements to client to improve level and quality of service. Installation and Configuration of software package. Integrating software package with other software systems. Providing custom reporting functions as per requirements.

Minimum Education: Associates Degree of Science or equivalent experience as a minimum; a Bachelor's degree in computer science, engineering or related academic field is highly desirable. The Solutions Architect will have received specialized training from Software product vendor.

Senior Systems Engineer:

Minimum/General Experience: Seven (7) years of progressive systems engineering and architectural design and the use of structured analysis, design methodologies, design tools, and object oriented principles.

Functional Responsibility: Under general direction, formulates and defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debug and document those programs. Responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Competent to work at this highest technical level on all phases of software systems programming applications. May have responsibility for the evaluation of new and existing software products. May assist other systems programmers to effectively utilize the system's technical software.

Minimum Education: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, Social Science, or other related analytical, scientific, or technical disciplines.

Systems Engineer:

Minimum/General Experience: Four (4) years of experience in computer programming and/or information systems development or a relevant technical discipline. Experience in a combination of standards and policy development, research and

analysis of information system issues and trends, research and development in a technical discipline, and development of information systems. Must possess strong organizational and strong interpersonal skills to meet agency and customer needs. Experience in developing and providing technical and end-user training on computer application software. Ability to communicate orally and in writing.

Functional Responsibility: Under general supervision, works from specifications to develop or modify moderately complex software programming applications. Assists with design, coding, benchmark testing, debugging, and documentation of programs. Applications generally deal with utility programs, position control language, macros, subroutines, and other control modules. Competent to work on most phases of software systems programming applications, but requires instruction and guidance in other phases.

Minimum Education: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, Social Science, or other related analytical, scientific, or technical disciplines.

Business Analyst:

Minimum/General Experience: Four (4) years of progressive experience in computer programming and/or information systems development or a relevant technical, scientific or social science discipline. Experience in a combination of standards and policy development, research and analysis of information system issues and trends, research and development in a technical discipline, and development of information systems. Experience in developing and providing technical and end-user training on application software. Demonstrated ability to communicate orally and in writing. Must possess strong organizational skills and strong interpersonal skills to effectively relate to agency and customer needs. Supervisory experience in managing engineers, programmers, and analysts. Experienced in one of the following disciplines: strategic systems planning, business process reengineering, workshop facilitation, activity, business case analysis, training, change management, economic analysis, operations research, statistics, market surveys, cost benefit analysis, computer security, or other relevant social sciences, analytical, scientific, or related fields.

Functional Responsibility:

Analyses functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program level and user-level documentation. Enhances software to reduce operating time or improved performance efficiency. Develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyses problems and develops system requirements and program specifications. Applies process improvement and reengineering methodologies and principles to conduct process modernization projects including process and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. Gathers information by developing and implementing data collection instruments and conducts surveys, document reviews, and interviews. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Facilitation support includes cross-functional team building, project scoping work sessions, facilitation using creative dynamics techniques, and conflict resolution techniques. Creates metadata describing database design and attribute descriptions. Creates schema for building databases. Assists in the management of database projects including preparation/delivery of presentations on database management concepts

Minimum Education: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, Social Science, or other related analytical, scientific or technical disciplines.

Job Title: Remedy Engineer

Minimum/General Experience: Minimum three (3) years of experience with Remedy as a developer. This will be an information technology specialist who has provided technical solutions in the Call Center arena for several years. He or she must have a mastery level of understanding of the Remedy Action Request architecture. This candidate should be able to

balance technology capabilities with customer expectations. He or she will possess excellent communication skills, both verbally and written and be able to communicate at both a technical and managerial level. As a Remedy engineer, they will be able to gather requirements and follow through in the development lifecycle using industry standards, best practices and RIGID's development methodologies.

Functional Responsibility:

Lead the implementation of a Customer Care Systems

Perform requirement analysis and design by gathering inputs from an examination of the existing system.

Building escalation procedures based on SLAs.

Understanding processes, strategic vision, interviewing and surveying management

Be able to integrate 3rd party tools such as Crystal Reports for robust reporting and Telemon TelAlert for paging notifications.

Responsible for developing custom Remedy applications.

Configure Remedy Mail

Develop robust and scalable applications in Remedy using a data-driven architecture.

Recommend enhancements to client to improve level and quality of service

Configure Multi Processor Server Option (MPSO)

Integrating Remedy with other data repositories.

Providing custom reporting functions as per need.

Minimum Education: Bachelor's Degree

Remedy Administrator

Minimum/General Experience: Minimum two (2) years experience with Remedy as an administrator/developer. The Remedy Administrator will have the required skills to administer and upkeep the ARS/Remedy System. As second level support for all Remedy related problems they will provide recommendations for new features to assist client in improving the level and quality of end-user support. He or she will ensure the production system is up and running at all times as they will possess a good understanding of the Remedy Action Request systems architecture and other out-of-box Remedy integrated applications.

Functional Responsibility:

Install Remedy client software on end-user PCs.+,

Administer and maintain Remedy forms in an existing system
Creation of new Remedy objects (forms, active links, indexes, filters, escalations, etc.)
Add and maintain System users, access control groups and set up administrative domain for users
Enforce data related escalation policies using AR System facilities
Import data from other sources into Remedy.
Create Login access for individual users and groups
Maintain licenses and coordinate procurement.

Minimum Education: Bachelor's Degree

Help Desk Analyst

Minimum/General Experience: Minimum two years experience as a Help Desk Analyst or A+ certification. Competency in Windows 95/98/NT workstation operating environment required. A Helpdesk Analyst is someone with excellent diagnostic/troubleshooting skills and a high level of expertise in supporting Microsoft Office applications on heterogeneous platforms. They will possess good customer service skills such as dependability and good interpersonal skills. This candidate will be flexible and have the ability to communicate effectively.

Functional Responsibility:

Email problems and functionality questions
Network printer problems(stopping/starting queue, usage)
Data Communication/Networking issues
Remote network dial in access-PPP and Serial
PC configuration and network configuration problems
Problems with other home-grown legacy systems following appropriate training

Minimum Education: High School Diploma

Network Administrator

Minimum/General Experience: Three (3) years experience as Network Administrator or Windows NT/2000 certification or Novell CNE certification. The Network Administrator will understand the physical and logical platforms in a multi-tier architecture environment and monitor network

operations. They will understand network communications in-depth.

Functional Responsibility:

Works closely with IT Architect, Middleware Expert and Database Architect/Administrator.
Interfaces with System Administrator and End-Users. Understands and is able to resolve network communication problems.
Industry background not required.
Manage special-purpose servers (file, print, database, etc.)
Consult with department and other resources to develop plans for future computing growth.
Develop and teach formal classes, Write technical, user-friendly, procedures & documentation
Determine system configuration information (RAM, BIOS settings, disk space available, etc.)
Use system configuration tools to customize system settings and preferences, and optimize system performance.
Perform system monitoring and repair, with tools like Norton Utilities and anti-virus programs.
Install new operating systems or perform OS updates.
Install hardware upgrades or new components.

Minimum Education: Bachelor's Degree

Database Administrator (DBA)

Minimum/General Experience: Minimum three (3) years experience as a Database Administrator or one of the following certifications: Oracle DBA, SQL Server DBA, Sybase DBA certification. The Database Administrator will be someone who can develop data models and perform database design, creation and perform physical sizing estimates. This person will support application developers by creating new tables, assisting with coding SQL statements, loading database tables with data from external sources. They will develop data extract scripts have the expertise to code applications SQL statements. He or she will be strong in performance tuning and troubleshooting and be able to benchmark on issues such as hit ratios, disk I/O and resource contention.

Functional Responsibility:

Install and configure Oracle databases on client platforms;
Define and allocate table space for application development; allocate optimal rollback segments.

Configure and rebuild physical and logical objects; perform SGA and IPF (Initialization Parameters File) tuning, implement backup procedures and test recovery scenarios.

Reallocate data files based on utilization; monitor database activity utilizing tools such as Oracle Enterprise Manager.

Develop data models and perform database design.

Configure connections between clients and a server node; troubleshoot the network environment for connectivity.

Creation of database users, roles, privileges, indexes, synonyms and views.

Minimum Education: Bachelor's Degree

Programmer

Minimum/General Experience: Minimum five (5) years experience as a programmer and experience with the following languages/technologies: C/C++, Visual Basic, ASP, Java/Javascript, Perl, CGI, VBScript, Coldfusion, HTML, XML. The programmer will be someone who can design and write custom applications in various programming languages as required by the customer.

Functional Responsibility:

Gather requirements

Design algorithm per customer requirements

Design, creation, and maintenance of moderate to complex application software

Able to understand and support cross platform interfaces and participate in cross-functional projects which include multiple business processes.

Minimum Education: Bachelor's Degree

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

RIGID Systems, LLC provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact us at (410) 715-4466 or via email at info@rigidsystems.com, or via fax at (410) 715-0848.

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or –
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

**RIGID Systems, LLC---CONTRACT NUMBER GS-35F-0160M
LABOR CATEGORIES AND RELATED PRICING**

SIN	Part no	Product Category	Product Description	GSA Catalog Price				
				Effective Date 2/15/2007 – 2/14/2008	Effective Date 2/15/2008 – 2/14/2009	Effective Date 2/15/2009 – 2/14/2010	Effective Date 2/15/2010 – 2/14/2011	Effective Date 2/15/2011 – 2/14/2012
132-51	SPM-1-15	Professional Services	Senior Project Manager	\$178.13	\$183.47	\$188.98	\$194.65	\$200.49
132-51	SA-1-15	Professional Services	Solutions Architect	\$190.00	\$195.70	\$201.57	\$207.62	\$213.85
132-51	SSE-1-15	Professional Services	Senior Systems Engineer	\$178.13	\$183.47	\$188.98	\$194.65	\$200.49
132-51	SE-1-15	Professional Services	Systems Engineer	\$156.75	\$161.45	\$166.30	\$171.28	\$176.42
132-51	BA-1-15	Professional Services	Business Analyst	\$142.50	\$146.78	\$151.18	\$155.71	\$160.39

SIN	Part no	Product Category	Product Description	GSA Catalog Price				
				Effective Date 2/15/2007 – 10/30/2008	Effective Date 10/31/2008 – 10/30/2009	Effective Date 10/31/2009 – 10/30/2010	Effective Date 10/31/2010 – 10/30/2011	Effective Date 10/31/2011 – 10/30/2012
132-51	RPM-1-15	Professional Services	Project Manager	\$130.14	\$134.04	\$138.07	\$142.21	\$146.47
132-51	RE-1-15	Professional Services	Remedy Engineer	\$108.45	\$111.70	\$115.05	\$118.50	\$122.06
132-51	RA-1-15	Professional Services	Remedy Administrator	\$92.19	\$94.95	\$97.80	\$100.73	\$103.76
132-51	HDA-1-15	Professional Services	Help Desk Analyst	\$77.13	\$79.44	\$81.82	\$84.28	\$86.81
132-51	NA-1-15	Professional Services	Network Administrator	\$92.55	\$95.32	\$98.18	\$101.13	\$104.16
132-51	DA-1-15	Professional Services	Database Administrator	\$92.55	\$95.32	\$98.18	\$101.13	\$104.16
132-51	PROG-1-15	Professional Services	Programmer	\$92.55	\$95.32	\$98.18	\$101.13	\$104.16