



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

The iPlan™ Sustainable Performance Governance Solution enables organizations to make informed, strategic decisions about their built environment. Using a proven approach and methodology that creates transparency, accountability and stewardship of investments and assets, iPlan empowers organizations to optimize their operating results by aligning program investment strategies with their core mission. It helps achieve strategic, operational, and efficiency objectives, enabling:

- Strategic lifecycle capital planning and forecasting
- Capital performance optimization and management
- Investment strategies, budgeting and funds management
- Energy efficiency, environmental and emission analysis
- Assessment compliance and audit management
- Stakeholder and governance reporting and analysis

Web-based, iPlan is designed to integrate with external and enterprise systems and is configurable to support specific capital planning, energy and performance management processes, including customized assessments that support sustainable governance of facilities.

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services

4tell™ Solutions, LLC
15 Franklin Street
Portland, Maine 04101
Phone: 207.828.7900
Fax: 207.828.7935
www.4tellsolutions.com

Business Size/Status: Small

Contract Number: GS-35-F-0174W
Period Covered by Contract: 01/04/2015 – 01/03/2020



General Services Administration
Federal Acquisition Service
Pricelist current through Modification #1, dated _____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

PRODUCTS AND SERVICES OFFERED/SCHEDULE OF ITEMS

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software, Application Software, Electronic Commerce (EC) Software, Utility Software, Communications Software, Core Financial Management Software, Ancillary Financial Systems Software, Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

Operating System Software, Application Software, Electronic Commerce (EC) Software, Utility Software, Communications Software, Core Financial Management Software, Ancillary Financial Systems Software, Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: 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>.

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 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 D399 Other Information Technology Services, Not Elsewhere Classified

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**INFORMATION FOR ORDERING ACTIVITIES
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 Acquisition Service. 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 micropurchase 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!™ on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain 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 delivery 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 point, within the aforementioned areas, for orders received from overseas activities.

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

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

Not Applicable

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address: 4tell™ Solutions, LLC
15 Franklin Street
Portland, Maine 04101



Fax: 207.828.7935
Phone: 207.828.7900
Toll Free: 800.750.4424

Payment Address: 4tell™ Solutions, LLC
15 Franklin Street
Portland, Maine 04101
Fax: 207.828.7935
Phone: 207.828.7900
Toll Free: 800.750.4424

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency will not use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

Phone: 207.828.7900
Toll Free: 800.750.4424

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity 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: 830938267
Block 30: Type of Contractor – B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 26-2290105

- 4a. CAGE Code: **5JFT3**
- 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)
Special Item No. 132-32 Term Software Licenses	10 days or sooner
Special Item No. 132-50 Training Courses Contractor	As agreed between Agency and Contractor
Special Item No. 132-51 Information Technology Professional Services Contractor	As agreed between Agency and Contractor

Expedited Delivery is 5 Days for SIN 132-32

Expedited Delivery is as agreed between Agency and Contractor for SIN 132-50 and 132-51

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities 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 activity, 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 : n/a
- b. Quantity: Volume discount is based on number of users within ordering activity and is incorporated in the net price list.
- c. Dollar Volume: Dollar discount is given on quantity instead of volume.
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.**

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:**10. SMALL REQUIREMENTS**

The minimum dollar value of orders to be issued is \$1000.

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 132-32 - Term Software Licenses
Special Item Number 132-51 - Information Technology Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 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 Acquisition 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 2003)

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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 52.212-4)

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.gsaadvantage.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 applies.

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 or 132-9.

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 TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)
OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

4tell warrants that the media on which the Software is delivered is not defective and that the Software is properly recorded on such media. Your remedy is limited to replacement of any defective media within 90 days after delivery to you. 4tell warrants that it has the right to license the Software to you.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITATION, 4TELL DOES NOT WARRANT THAT SOFTWARE WILL MEET ALL OF YOUR REQUIREMENTS OR THAT IT'S OPERATION WILL BE UNINTERRUPTED OR ERROR FREE, AND MAKES NO WARRANTIES WITH RESPECT TO THE THIRD PARTY PROGRAMS (WARRANTIES FOR WHICH, IF ANY, ARE MADE BY THEIR LICENSORS).

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-750-4424 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00am to 5:00pm EST.

4. SOFTWARE MAINTENANCE

a. Software maintenance service which is included in the term software license fees shall include the following:

- Technical support hotline via toll free telephone line and email
- Software maintenance, consisting of :
 - identification and resolution of failures of the Software to perform in all material respects in accordance with 4tell's standard user documentation,
 - provision of all enhancements of the Software that are released generally, and
 - making available any conversion programs that 4tell has developed to assist in upgrading the Software;
- Third party programs maintenance, consisting of reporting of problems in your use of supported third party programs to the relevant licensor and co-operating in their resolution.

Additional customized changes to the software that solve one or more problems are not included with the price of the software.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Since 4tell Solutions does not offer a perpetual license, this section is not applicable.

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to ____ of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

Since 4tell Solutions does not offer a perpetual license, this section is not applicable.

- a. After a software product has been on a continuous term license for a period of ____ months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion

credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

4tell Solutions does not offer "Right-to-Copy Pricing".

12. 4TELL SOLUTIONS, LLC SOFTWARE LICENSE AGREEMENT

4tell attaches its license agreement below.

This Agreement is your license to use certain computer programs owned by 4tell (the "Software"), subject to the conditions and limitations explained below. This right to use the Software is granted to you in consideration of your payment of the license fee, as set forth in the invoice provided with this Agreement, upon condition that you accept all of the terms of this license.

YOUR USE OF THE SOFTWARE, BY COMPLETING ITS INSTALLATION ON A COMPUTER OR BY OTHER ACCESS, SHALL INDICATE YOUR ACCEPTANCE OF ALL OF THE TERMS OF THIS LICENSE. THIS TRANSACTION IS NOT A SALE OF A COPY OF THE SOFTWARE BUT MERELY A LICENSE TO USE IT. COPIES OF THE SOFTWARE & SUPPORTING DOCUMENTATION HAVE BEEN FURNISHED FOR YOUR USE IN EXERCISING YOUR LICENSE RIGHTS HEREUNDER BUT SHALL REMAIN THE PROPERTY OF 4TELL. TITLE TO THE SOFTWARE, ALL UPDATES, ENHANCEMENTS, PATCHES, REPAIRS AND NEW VERSIONS AND TO ALL INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE SHALL REMAIN IN 4TELL AT ALL TIMES. IF YOU DO NOT AGREE WITH ANY PART OF THIS LICENSE, DO NOT INSTALL, ACCESS OR USE THE SOFTWARE. RETURN THE SOFTWARE AND DOCUMENTATION TO 4TELL, AND THE LICENSE FEE WILL BE REFUNDED.

This license shall apply to each repair, enhancement, enhanced version and new release of the Software that may be provided to you by 4tell under the terms of a companion Support Agreement or otherwise. Nothing in this license, in the Support Agreement, any other agreement between the parties or any other accompanying documentation, shall imply an agreement or obligation on the part of 4tell to develop or provide enhancements, enhanced versions or new releases of the Software, all of which will be developed in 4tell's sole discretion and provided to you only to the extent they are provided to others having licenses similar to this one. Your use of any third party software products supplied to you with the Software ("Third Party Programs") shall be governed by the licenses granted by their respective publishers.

1. LICENSE. 4tell grants you a non-exclusive, non-transferable license to use (i) the Software in object code form on a per user basis, and (ii) 4tell's standard user documentation for the Software, all subject to the terms hereof. The maximum number of users permitted by your license is equal to the number of licenses that you have been granted, regardless of the device or method by which the users gain access to the Software. You may use the Software only in connection with internal business management activities for your organization. You may not sublicense the Software or allow it to be used by anyone outside your organization. You may not directly or through any other person reverse assemble, decompile, reverse engineer, modify, adapt, translate or in any way tamper with or attempt to derive source code from the Software. No part of the Software may be reproduced for any purpose except that a single backup copy of the Software may be made, and the software may be reproduced in the normal course of installation on a server using the set up program provided and may be stored temporarily in RAM in the normal course of using the Software for its intended purpose. You may not remove any copyright or other proprietary notice or legend included on the Software as originally delivered to you. You may reproduce 4tell's user documentation only as required to support the use of the Software within your organization. The term of the license granted pursuant hereto shall commence upon delivery of the Software and shall continue until terminated in accordance with Section 5 hereof.

2. INDEMNIFICATION. 4tell shall defend and indemnify you against all liability for damages on a claim of copyright or patent infringement by reason of your use of the Software, provided that (i) 4tell is given prompt written notice and full control of the defense of any such claim, and (ii) at 4tell's expense and request you provide assistance for such defense. 4tell is not responsible for any costs incurred or settlements made without its consent. 4tell shall have the right, in its sole discretion, to settle any such claims, to procure for you the right to continue to use Software, to replace or modify Software to eliminate infringement, or to remove any infringing elements and refund the license fee pro rata to Customer (less 5% of the license fee per month from the date of delivery to the date of removal). 4tell shall have no liability for any claim (i) based on your use or combination of Software with any other item, (ii) resulting from any modification or attempted modification of Software other than by 4tell, or (iii) based on the use of other than the latest release of Software, if infringement would have been avoided by use of the latest release. The foregoing states 4tell's entire obligation and liability with respect to claims of infringement of intellectual property rights.

3. WARRANTIES; WARRANTY DISCLAIMER. 4tell warrants that the media on which the Software is delivered is not defective and that the Software is properly recorded on such media. Your remedy is limited to replacement of any defective media within 90 days after delivery to you. 4tell warrants that it has the right to license the Software to you. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITATION, 4TELL DOES NOT WARRANT THAT SOFTWARE WILL MEET ALL OF YOUR REQUIREMENTS OR THAT IT'S OPERATION WILL BE UNINTERRUPTED OR ERROR FREE, AND MAKES NO WARRANTIES WITH RESPECT TO THE THIRD PARTY PROGRAMS (WARRANTIES FOR WHICH, IF ANY, ARE MADE BY THEIR LICENSORS).

4. LIMITATIONS OF LIABILITY. 4TELL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OR OPERATIONS OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. 4tell shall also not be liable for any (i)

damages for any delay or failure by 4tell to perform its obligations under this Agreement due to acts of God or any other cause beyond its reasonable control, or (ii) damages arising out of the termination of this Agreement. IN ANY EVENT, THE LIABILITY OF 4TELL FOR DAMAGES FOR ANY CAUSE OR CAUSES WHATSOEVER SHALL BE LIMITED TO THE TOTAL LICENSE FEES PAID FOR THE ITEM CAUSING THE DAMAGES. Customer shall indemnify and hold 4tell harmless from any loss, cost, expense or damage arising out of any claim or proceeding against 4tell by any third party based on the performance or nonperformance of the Software as used by or for you.

5. TERMINATION. You may terminate your license of the Software at any time on ninety (90) days written notice. This Agreement and all licenses granted hereunder (i) shall terminate immediately, with or without notice, if you, as a party to an agreement with 4tell or with 4tell's duly authorized service provider, fail to pay any applicable license fees or support fees of the Software and (ii) may be terminated by 4tell upon thirty (30) days notice in writing if you default in the performance of any of your obligations hereunder, including without limitation the payment of any applicable license fees or support fees when due. Within five business days after termination for any reason, you shall return to 4tell the original and all copies, partial or complete, modified or otherwise, of the Software and all related documentation and shall certify in writing that you have done so. Sections 2, 3, 4 and 5 shall survive termination of this Agreement.

6. MISCELLANEOUS. You may not assign or sublicense any of your rights under this Agreement or delegate your duties, voluntarily or otherwise, without 4tell's prior written consent. This Agreement shall be governed by the laws of the State of Maine, U.S.A., excluding its choice of law principles. The International Sales Convention shall not apply. By accepting this license you consent to the exercise of personal jurisdiction over you by any state or federal court sitting in Maine. No action may be brought more than two years after the cause of action arose. This Agreement applies to all other software provided by 4tell to you unless it is expressly governed by a separate agreement. All notices under this Agreement shall be in writing and shall be given by personal delivery, courier or certified or registered mail, postage or other charges prepaid and addressed as set out above or as either party may hereafter direct. Notices shall be deemed given when delivered or, if mailed, five days after mailing. This Agreement constitutes the entire agreement and understanding between you and 4tell with respect to the license of Software and purchase of Third Party Programs. No representation or statement not expressly contained in this Agreement or incorporated herein shall be binding upon 4tell as a warranty or otherwise. This Agreement shall not be modified or amended unless in writing and signed by each party. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the parties hereto, nor shall it constitute a waiver of any subsequent breach of the same or any other provision. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions will remain in full force and effect. Should 4tell incur any costs, including without limitation, attorney's fees, arbitration fees or judicial process fees, in the protection of its rights or execution of remedies under this Agreement, you shall reimburse those costs. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

-end of agreement-

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).

- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None.

**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 Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)

- 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.
- 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 1 – 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 (May 2001) (Deviation 1 – 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 – Dec 2007) 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 Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional 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 Professional 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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 PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Professional 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.

PRODUCT AND SERVICES PRICELIST

SIN 132-32 – TERM SOFTWARE LICENSE – DESCRIPTION

Documentation : SIN 132-32 includes associated online help and documentation delivered in an electronic format.

iPlan™ Sustainable Performance Governance

iPlan™ enables organizations to make informed, strategic decisions about their built environment. Using a proven approach and methodology that creates transparency, accountability and stewardship of investments and assets, iPlan empowers organization to optimize their operating results by aligning program investment strategies with their core mission. Both private and public organizations benefit by improving their bottom line while optimizing the four pillars of sustainability –economic, energy, environmental and social. 4tell’s solutions:

- Create knowledge that drives strategic investment decisions
- Provide transparency and accountability
- Benchmark, monitor, verify and improve performance
- Optimize organizational operating efficiencies and mitigate risks
- Promote social responsibility and enable compliance reporting

Through the capture, management and analysis of vital business and operating data, iPlan creates knowledge

that drives informed, sustainable business decisions. It helps achieve an organization's strategic, operational, and efficiency objectives, enabling:

- Strategic lifecycle capital planning and forecasting
- Capital performance optimization and management
- Investment strategies, budgeting and funds management
- Energy efficiency, environmental and emission analysis
- Assessment compliance and audit management
- Stakeholder and governance reporting and analysis

As a web-native application, iPlan is easy to use, cost effective and scalable. Built to interface with external and enterprise systems - including financial management, performance management, and asset and energy management - iPlan presents a business view of the technically-driven capital planning, project management, and budget processes. iPlan is configurable to support specific energy audit, capital planning and performance management processes, including customized assessments that support sustainable governance of facilities. From investment analysis to lifecycle planning and ongoing performance management, iPlan supports an organization's governance requirements and proactively establishes a transparent standard and model for defining, measuring, implementing and defending financial performance decisions.

iPlan Capital Planning Solution (included as part of iPlan Sustainable Performance Governance)

The iPlan Capital Planning solution supports the capital planning, budgeting, project execution and funding processes for facilities, buildings and infrastructure. iPlan is used to assess current asset conditions, forecast capital budget requirements, prioritize capital renewal projects, and support asset lifecycle repair/replace decisions.

iPlan streamlines the process of prioritizing the capital required to protect and maintain your investment in infrastructure, facilities, and assets. It can also effectively evaluate the scope and complexity of various capital renewal, deferred maintenance, plant adaptation and other lifecycle projects while managing funding sources accurately and efficiently. Use iPlan Sustainable Capital Planning to:

- Centralize portfolio-wide repository information and documentation
- Quantify and analyze system renewal costs based on ROI
- Prioritize projects and investment decisions
- Implement a consistent capital planning process across divisions and sites
- Collaborate on planning and budgeting decisions using standardized data and processes
- Manage lifecycle capital requirements and align with funding sources and levels
- Merge lifecycle, energy and security planning processes
- Identify funding risks and opportunities
- Leverage current condition and deferred maintenance data to generate accurate capital renewal plans

iPlan™ Energy Governance Solution

The iPlan™ Energy Governance solution is a comprehensive tool for managing all of your energy and emissions projects. It compiles and analyzes each project's planning, budgeting, tracking, measurement, verification and monitoring data, all in a secure, easy-to-configure and easy-to-use web-based application.

Built around proven engineering and economic models, iPlan Energy helps you improve the financial, energy and environmental performance of buildings and infrastructure, reducing costs and risks while assuring fiscally and environmentally responsible operations. Utilizing built-in energy performance data and KPIs, energy auditing, building systems engineering algorithms and lifecycle cost models, iPlan Energy is the innovative, cost-effective way to:

- Inform lifecycle investment planning and budgeting decisions
- Manage funding sources, capital needs and budget requirements
- Administer alignment of funding sources with energy savings program opportunities
- Validate economic growth strategies through powerful metrics that substantiate energy savings, GHG emission standards, ROI and improved environmental quality
- Reduce the cost of planning energy project investments
- Provide comprehensive stakeholder reporting on energy program performance

iPlan Energy Governance integrates the Facility Energy Decision System (FEDS) energy analysis tool, which creates a comprehensive knowledge base to support decisions related to fuel-neutral, technology independent, integrated energy resource planning and acquisition. Developed by the U.S. Department of Energy Pacific Northwest National Lab, this critical energy assessment tool utilizes NIST Building Lifecycle Cost Model, which provides computational economic analysis of a building's energy improvements and capital investments.

iPlan Security Governance Solution

iPlan Security Governance serves the needs of managers and owners committed to assessing and minimizing their risks from external and internal threats across enterprises of all sizes. As an integrated component of the iPlan platform, security deficiencies and remediation can be part of an overall capital planning and performance management effort. Complete analysis and reporting delivers information and knowledge to make strategic decisions. 4tell's security solutions enable:

- Security planning & analysis using industry standards
- Consistent methods for approving security plans
- Reduced cost of planning security investments
- Security remediation measures merged with overall capital planning process
- Management of security capital funding sources
- Reporting on security investment performance

Security assessment methodology and analytic models support FEMA 426/429 and DoD Anti-Terrorism Standard and are implemented to meet specific client requirements and priorities.

Security assessment data can be captured alongside capital and energy data creating a central repository of dynamic, up-to-the-minute information on deficiencies, corrective actions, expected building component life cycles and replacement dates. Additionally, iPlan can queue all this information up into views or scenario plans which that can be used for project analysis, planning and funding allocation. This comprehensive view of your organization provides the knowledge, transparency and accountability for both ongoing security governance and strategic investment decisions.

SIN 132-32 – TERM SOFTWARE LICENSE – PRODUCTS AND PRICING

iPlan™ v3.1 Platform Pricing

Subscription Fee pricing offered to GSA (including IFF)

Product	Net Annual Subscription Fee (including IFF)	Users
<i>iPlan™ v3.1 Platform</i>		
Tier 1	\$3,369.08	per user, 5-10 users
Tier 2	\$3,200.63	per user, 11 - 25 users
Tier 3	\$3,032.17	per user, 26-100 users
Tier 4	\$2,863.72	per user, 101-250 users
Tier 5	\$2,695.26	per user, 251 - 499 users
Tier 6	\$2,526.81	per user, 500+ users

Product	Net Annual Subscription Fee (including IFF)	Users
<i>Energy Governance*</i>		
Tier 1	\$423.15	per user, 5-10 users
Tier 2	\$401.99	per user, 11 - 25 users
Tier 3	\$380.84	per user, 26-100 users
Tier 4	\$359.68	per user, 101-250 users
Tier 5	\$338.52	per user, 251 - 499 users
Tier 6	\$317.36	per user, 500+ users

*** Requires iPlan v3.1 License Per User**

Product	Net Annual Subscription Fee (including IFF)	Users
<i>Security Governance*</i>		
Tier 1	\$423.15	per user, 5-10 users
Tier 2	\$401.99	per user, 11 - 25 users
Tier 3	\$380.84	per user, 26-100 users
Tier 4	\$359.68	per user, 101-250 users
Tier 5	\$338.52	per user, 251 - 499 users
Tier 6	\$317.36	per user, 500+ users

*** Requires iPlan v3.1 License Per User**

SIN 132-50 – TRAINING COURSE – DESCRIPTION

Course and Description:	iPlan User and Administration – The session will review the functionality of iPlan.web to include entry, editing and reporting of asset lifecycle data. Participants will define buildings and their associated assets/systems and the financial impact based on renewal cycles. All activities from assessment to analysis to scenario planning will lead up to the generation of a Strategic Financial Plan. Additional training will be provided for Administrator level participants to configure and modify iPlan.web along with managing users and their access rights.
Duration:	8 hours
Prerequisites:	Since this is a hands-on training session, participants must have access to a Windows based system with Internet Explorer 6.0 and internet access.
Min/max students / class:	1 minimum, 10 maximum
Class locations:	Customer classroom site (daily rates apply) or online (hourly rates apply)

Course and Description:	iPlan Energy Analysis and Planning – The session will review the functionality the iPlan Energy Governance solution. Utilizing the FEDS energy analysis module, participants will enter, edit and report on the results of the analytical modeling tool. Participants will be able to perform basic energy predictions and potential system/asset improvements to increase energy performance and efficiency, identify potential carbon emission reductions, establish capital costs and produce Return on Investment /Payback calculations.
Duration:	4 hours
Prerequisites:	Since this is a hands-on training session, participants must have access to a Windows based system with Internet Explorer 6.0 and internet access.
Min/max students / class:	1 minimum, 5 maximum
Class locations:	Customer classroom site (daily rates apply) or online (hourly rates apply)

Course and Description:	iPlan Security Analysis – The session will provide participants the knowledge base to perform a facility security assessment and analysis based on use of FEMA 426/429 guidelines. Participants will establish Security Value, Threat and Vulnerability ratings to determine a facility Risk Score.
Duration:	2 hours
Prerequisites:	Since this is a hands-on training session, participants must have access to a Windows based system with Internet Explorer 6.0 and internet access.

Min/max students / class: 1 minimum, 5 maximum

Class locations: Customer classroom site (daily rates apply) or online (hourly rates apply)

SIN 132-50 – Training Course – Pricing

Position / Labor Category	Functional Responsibilities	Minimum Education	Minimum Yrs of Experience	Commercial Price (US dollars) CPL effective date: 10/01/09	Unit of Issue	GSA Price (including IFF)
Senior Training Consultant	Delivers instructor led <u>online</u> training sessions as needed to successfully perform/complete a consulting engagement.	Bachelors Degree	5-7	\$250.00	per hour	\$221.65
Training Consultant	Delivers on-site instructor led <u>classroom</u> training sessions as needed to successfully perform/complete a consulting engagement.	Bachelors Degree	3-5	\$1,200.00	per day	\$1,063.92

SIN 132-51 – INFORMATION TECHNOLOGY PROFESSIONAL SERVICES – DESCRIPTION

The following services will be performed by Contractor Personnel. Contractor would 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.

LABOR CATEGORY DESCRIPTIONS

Title: Project Executive
Experience: Project Executive professionals bring fifteen (15) years of experience with both public and private sector clients and across a variety of industries. The position requires experience in business improvement subject areas including strategic capital investment strategies, business planning, organizational design, benchmarking, performance measurement, information technology and sustainable methodologies. Must have experience integrating facilities and sustainable performance governance solutions for large scale and complex management consulting and re-engineering projects.
Responsibilities: Provides overall leadership and strategic direction to the Project Team. They provide specialized expertise in project leadership, business planning and development, real estate development, strategic facility planning, portfolio management, project management, capital planning & budgeting, business process improvement, and the implementation of technology to support these various business initiatives.
Education: Bachelors Degree in Business Administration, Finance, Planning, Public Administration, Liberal Arts or Engineering

Title: Project Advisor
Experience: The Project Advisor has experience qualifications that will be determined on a case-by-case basis. Generally this requires fifteen (15) years of experience in performance management of facilities and infrastructure. Practice areas include capital asset management, energy performance, security management, facilities planning, engineering and strategic capital investment. This subject matter expert must be a well-recognized expert in the technology being addressed.
Responsibilities: Perform as a subject matter expert in highly specialized subject areas as called upon by the project. These Advisors provide specific and specialized expertise that provides highly technical or specialized guidance concerning energy, security and/or strategic performance governance of facilities and infrastructure.
Education: Bachelors Degree in Business Administration, Planning, Public Administration or Engineering

Title: Senior Project Engineer

Experience: The Senior Project Engineer must have a minimum of (8) years of experience in providing technical engineering services. Such services may include but are not limited to energy and sustainability assessments, facilities engineering studies, capital planning projects, feasibility studies, benchmarking and strategic planning. Typically have project experience in public institutions such as schools, utilities, and governmental entities, as well as commercial and manufacturing facilities for corporate clients.

Responsibilities: Responsible for field and technical services of facility projects which require the expertise of skilled personnel to perform various asset services for clients. Typical projects include capital planning, facility condition and energy assessments, security assessments and analysis, reserve fund studies, acquisition and financial due diligence, sustainable asset management plans and reinvestment strategies.

Education: Bachelors Degree in Engineering, Planning, or Public Administration

Title: Senior Project Engineer

Experience: The Senior Project Engineer must have a minimum of (8) years of experience in providing technical engineering services. Such services may include but are not limited to energy and sustainability assessments, facilities engineering studies, capital planning projects, feasibility studies, benchmarking and strategic planning. Typically have project experience in public institutions such as schools, utilities, and governmental entities, as well as commercial and manufacturing facilities for corporate clients.

Responsibilities: Responsible for field and technical services of facility projects which require the expertise of skilled personnel to perform various asset services for clients. Typical projects include capital planning, facility condition and energy assessments, security assessments and analysis, reserve fund studies, acquisition and financial due diligence, sustainable asset management plans and reinvestment strategies.

Education: Bachelors Degree in Engineering, Planning, or Public Administration

Title: Business Process Consultant

Experience: The Business Process Consultant must have ten (10) years of applied experience in the understanding and specification of business processes, especially in preparation for business re-engineering or system development efforts. Requires expertise in capturing business goals and drivers and tracing them through business processes. Requires outstanding interpersonal skills and experience in conducting stakeholder interviews.

Responsibilities: Responsible for delivering management consulting services. In addition to defining project scope and resource requirements, conducts organizational studies and evaluations of operational performance, analysis of work flow processes, design of systems and procedures, recommendations of work simplifications and measurement studies, and preparation of operations and procedures documentation to assist management in operating more efficiently and effectively. Develops reports and presents recommendations to client. This position is responsible for directing all aspects of analysis and making recommendations for the design of systems to optimize efficiencies.

Education: Bachelors Degree in Business Administration, Engineering, Planning, Information Technology or Public Administration

Title: Senior Project Manager

Experience: The Senior Project Manager must have eight (8) years of experience managing complex client projects across business and technology solutions. Typically have project experience in public institutions such as schools, utilities, and governmental entities, as well as commercial and manufacturing facilities for corporate clients.

Responsibilities: Responsible for execution of client projects and system implementations. Manages and delivers the full spectrum of client services including strategic planning, business consulting, implementation planning and delivery and training. This position is the client's dedicated advocate ensuring an effective implementation planning process and delivery, drawing on appropriate subject matter experts, and coordinating other project team resources, all with a focused effort to meet the client's needs and objectives.

Education: Bachelors degree in Engineering, Business, Planning, or Public Administration

Title: Project Manager

Experience: The Project Manager must have a minimum of six (6) years of experience managing client projects to implement technology solutions. Maintains an understanding of project management methodologies as well as information systems, data transformation services, support and service technologies.

Responsibilities: Responsible for execution of client projects and system implementations. Manages and delivers the technical aspects of client services including system planning, implementation, data services, delivery and training. This position is the client's dedicated advocate ensuring an effective implementation planning process and delivery, drawing on appropriate subject matter experts, and coordinating other project team resources, all with a focused effort to meet the client's needs and objectives.

Education: Bachelors degree in Engineering, Business, Planning, or Public Administration

Title: Project Technologist

Experience: The Project Technologist requires five (5) years of hands-on experience with software development and the .NET technology platform. Maintains an understanding of all phases of the technology lifecycle, systems analysis techniques, concepts and methods. Understands the software development process, the application of tools and complete system integration methodologies.

Responsibilities: Responsible for designing, developing and implementing custom functionality within 4tell™'s core product offering, as well as supporting complex implementations and providing systems integration.

Education: Bachelors Degree in Computer Science or Software Engineering

Title: Technical Implementation Specialist
Experience: The Technical Implementation Specialist must have three (3) years of general experience working with SQL databases and translating client data from various source formats. Maintains an understanding of SQL Server, query language and the various technologies to normalize databases for optimal reporting results.
Responsibilities: Responsible for performing technical duties as part of overall system implementation projects. Provides technical services to the system implementation team which includes client's backend data manipulation, data conversion and custom reporting.
Education: Bachelors Degree in Information Technology or Computer Science
Title: Quality Assurance Specialist
Experience: The Quality Assurance Specialist must have three (3) years of general experience translating client information requirement into useful reports. Maintains an understanding of SQL server, query language and the various technologies to normalize databases for optimal translation.
Responsibilities: Responsible for the technical side of data conversion - loading, transforming and cleansing. Implements Quality Assurance procedures to meet internal measures to ensure high quality delivery of client projects as well as product builds.
Education: Bachelors Degree
Title: Project Assistant
Experience: The Project Assistant must have a minimum of two (2) years of experience in providing manual data entry, word processing, graphics, project administration and client correspondence.
Responsibilities: Provides data entry support, project quality control, proofreading, and assembly of reports, general project administration and billing, travel coordination, general project correspondence. Assists with project work requiring research and preparation of project deliverables and other presentation materials.
Education: Bachelors Degree in Liberal Arts or Business

SIN 132-51 – INFORMATION TECHNOLOGY PROFESSIONAL SERVICES – PRICING

Commercial Labor Category	PRICE OFFERED TO GSA (including IFF)
Project Executive	\$221.65
Project Advisor	\$221.65
Senior Project Engineer	\$177.32
Business Process Consultant	\$177.32
Senior Project Manager	\$177.32
Project Manager	\$155.16
Project Technologist	\$177.32
Technical Implementation Specialist	\$110.83
Quality Assurance Specialist	\$110.83
Project Assistant	\$97.53

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



USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

4tell Solutions, LLC provides commercial products and services to ordering activities. 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 demonstrate 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 ordering activity contracts. To accelerate potential opportunities please contact:

Julia MacMillan

Chief Marketing Officer

Phone: 207.828.7900

Fax: 207.828.7935

jmacmillan@4tellsolutions.com



BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and **4tell Solutions, LLC** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) **GS-35F-0174W**.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____	_____	_____	_____
Ordering Activity	Date	Contractor	Date



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 activity):

(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 ordering activity 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 ordering activity 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 or 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 customers 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.