

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

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-51 Information Technology Professional Services

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 – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces 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 132-33 - PERPETUAL 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

Application Software

Utility Software

Microcomputers

Application Software
Utility 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 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D316 IT Network Management Services
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or
Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

Tools4ever, Inc.
300 Merrick Rd, Ste 310
Lynbrook, NY 11563
T: 516-482-4414
F: 516-825-3018

Contract Number: GS-35F-232CA

Period Covered by Contract: May 12, 2015 – May 11, 2020

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # _____, dated _____.

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

Table of Contents

CONTENTS	PAGE
Cover Sheet	1-2
Table of Content	3-4
Information for ordering activities	5
Geographic scope of contract	5
Ordering address and payment information	5
Liability for injury or damage	6
Statistical data for govt. Ordering office completion of standard Form 279	6
Fob destination	6
Delivery schedule	6
Discounts	7
Trade agreements act of 1979	7
Statement concerning availability of export packing	7
Small Requirements	7
Maximum order	7
Ordering procedures for federal supply schedule contracts	7
Federal information technology/telecommunication standards requirements	7
Federal information processing standards publications (FIPS PUBS)	7
Federal telecommunication standards (FED-STDS)	8
Contractor tasks / special requirements (C-FSS-370)	8
Contract administration for ordering activities	9
GSA advantage!	9
Purchase of open market items	9
Contractor commitments, warranties and representations	9
Overseas activities	10
Blanket purchase agreements (BPAs)	10
Contractor team arrangements	10

Installation, deinstallation, reinstallation	10
Section 508 compliance	11
Prime contractor ordering from federal supply schedules	11
Insurance—work on a government installation	11
Software interoperability	11
Advance payments	11
Terms and Conditions Applicable	12-31
USA commitment to promote small business participation procurement programs	32

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.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) 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:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Tools4ever, Inc.
300 Merrick Rd, Ste 310
Lynbrook, NY 11563

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 may agree to 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:

T: 516-482-4414

F: 516-825-3018

*****When there are Authorized Dealers participating under the Contract, insert the following sentence.*****

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

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 Contract

Block 16: Data Universal Numbering System (DUNS) Number: 172348257

Block 30: Type of Contractor: B

*****Copy the applicable letter and corresponding language from the following list*****

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business – No

Block 37: Contractor's Taxpayer Identification Number (TIN): 13-4113695

Block 40: Veteran Owned Small Business (VOSB): B

*****Copy the applicable letter and corresponding language from the following list*****

- A: Service Disabled Veteran Owned Small Business
- B: Other Veteran Owned Small Business

4a. CAGE Code: 1VGR0

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-32</u>	<u>1</u> Days
<u>132-33</u>	<u>TBD</u> Days

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.

c. i. **SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less):** the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. **SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less):** the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. **For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES:** the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

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

- a. Prompt Payment: Net 30 Days and 2% Net 15
- b. Quantity: none
- c. Dollar Volume: None
- d. Other Special Discounts (i.e. Government Education Discounts, etc.) None

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 of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-32 - Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-51 - Information Technology Professional Services

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. 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.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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:

NOT OFFERED

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.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes X

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.tools4ever.com

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), AND PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. 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.

5. Limited Warranty and Limitation of Liability

(i) Tools4ever warrants that the Software conforms to any accompanying documentation and is free from defects in material and workmanship in normal use for a period of 90 days from the original date of purchase. In the event a defect occurs the Purchaser may request Tools4ever to fix the problem or provide replacement Software.

(ii) Tools4ever, its Distributors and its Resellers does not warrant, guarantee or make any representations that the functions contained in the Software will meet requirements or that the operation of the Software will be uninterrupted or error-free.

(iii) Save as expressly provided in this Agreement, the Software is provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

(iv) Tools4ever, its Distributors and its Resellers shall be under no liability in respect of any defect arising from normal wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Tools4ever's instructions (whether oral or written), misuse or alteration or repair of the Software without Tools4ever's approval.

(v) Any liability of Tools4ever, its Distributors and its Resellers for direct or consequential loss or damage resulting from Software delivered or the use thereof shall be excluded (provided always that these conditions do not exclude or restrict Tools4ever's, its Distributors and its Resellers liability for death or personal injury arising from this negligence). Tools4ever, its Distributors and its Resellers accept no liabilities for errors or omissions in its quotations, price lists and other literature.

TOOLS4EVER, ITS DISTRIBUTORS AND ITS RESELLERS SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE REPLACEMENT OF DEFECTIVE MEDIA ACCORDING TO THE LIMITED WARRANTY ABOVE. IN ANY EVENT, TOOLS4EVER, ITS DISTRIBUTORS AND ITS RESELLERS LIABILITY SHALL NOT

EXCEED THE AMOUNT PURCHASER ORIGINALLY PAID FOR THE SOFTWARE. PURCHASER AGREES THAT NEITHER TOOLS4EVER, ITS DISTRIBUTORS, ITS RESELLERS NOR ITS EMPLOYEES, MANAGEMENT OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFIT, REVENUE, DATA OR USE) INCURRED BY PURCHASER OR ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF USE OF THE SOFTWARE, EVEN IF TOOLS4EVER, ITS DISTRIBUTORS AND ITS RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS CLAUSE LIMITS TOOLS4EVER, ITS DISTRIBUTORS AND ITS RESELLERS LIABILITY TO PURCHASER IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING **FROM TOOLS4EVER, ITS DISTRIBUTORS AND ITS RESELLERS NEGLIGENCE.**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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 516-482-4414 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 am EST to 5 pm EST.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

X 1. Software Maintenance as a Product (SIN 132-32)

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.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the

software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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.**

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

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

b. Term licenses and/or 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 term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or 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 the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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.

8. TERM LICENSE CESSATION

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 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. 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.

10. 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.

11. 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.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
132 32	Tools4ever, Inc.	UMRA_A_100	UMRA - Automation	UMRA - Automation 0-100 employees	0-100	\$5.04
132 32	Tools4ever, Inc.	UMRA_A_250	UMRA - Automation	UMRA - Automation 101-250 employees	101-250	\$4.03
132 32	Tools4ever, Inc.	UMRA_A_500	UMRA - Automation	UMRA - Automation 251-500 employees	251-500	\$2.92
132 32	Tools4ever, Inc.	UMRA_A_1000	UMRA - Automation	UMRA - Automation 501-1000 employees	501- 1000	\$1.71
132 32	Tools4ever, Inc.	UMRA_A_2500	UMRA - Automation	UMRA - Automation 1001-2500 employees	1001- 2500	\$1.21
132 32	Tools4ever, Inc.	UMRA_A_2501	UMRA - Automation	UMRA - Automation 2501 up employees	2501+	\$0.94
132 32	Tools4ever, Inc.	UMRA_W_100	UMRA - Web	UMRA - Web 0-100 employees	0-100	\$5.04

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13232	Tools4ever, Inc.	UMRA_W_250	UMRA - Web	UMRA - Web 101-250 employees	101-250	\$4.03
13232	Tools4ever, Inc.	UMRA_W_500	UMRA - Web	UMRA - Web 251-500 employees	251-500	\$2.97
13232	Tools4ever, Inc.	UMRA_W_1000	UMRA - Web	UMRA - Web 501-1000 employees	501-1000	\$1.71
13232	Tools4ever, Inc.	UMRA_W_2500	UMRA - Web	UMRA - Web 1001-2500 employees	1001-2500	\$1.41
13232	Tools4ever, Inc.	UMRA_W_2501	UMRA - Web	UMRA - Web 2501 up employees	2501+	\$1.36
13232	Tools4ever, Inc.	PSM_100	PSM	PSM 0-100 employees	0-100	\$1.76
13232	Tools4ever, Inc.	PSM_250	PSM	PSM 101-250 employees	101-250	\$1.51
13232	Tools4ever, Inc.	PSM_500	PSM	PSM 251-500 employees	251-500	\$1.26
13232	Tools4ever, Inc.	PSM_1000	PSM	PSM 501-1000 employees	501-1000	\$0.96
13232	Tools4ever, Inc.	PSM_2500	PSM	PSM 1001-2500 employees	1001-2500	\$0.76
13232	Tools4ever, Inc.	PSM_2501	PSM	PSM 2501 up employees	2501+	\$0.71
13232	Tools4ever, Inc.	PCM_100	PCM	PCM 0-100 employees	0-100	\$1.76
13232	Tools4ever, Inc.	PCM_250	PCM	PCM 101-250 employees	101-250	\$1.51

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
132 32	Tools4ever, Inc.	PCM_500	PCM	PCM 251-500 employees	251-500	\$1.26
132 32	Tools4ever, Inc.	PCM_1000	PCM	PCM 501-1000 employees	501- 1000	\$0.96
132 32	Tools4ever, Inc.	PCM_2500	PCM	PCM 1001-2500 employees	1001- 2500	\$0.76
132 32	Tools4ever, Inc.	PCM_2501	PCM	PCM 2501 up employees	2501+	\$0.71
132 32	Tools4ever, Inc.	SSRPM_250	SSRPM	SSRPM 100-250	100-250	\$3.68
132 32	Tools4ever, Inc.	SSRPM_500	SSRPM	SSRPM 251-500	251-500	\$3.22
132 32	Tools4ever, Inc.	SSRPM_1000	SSRPM	SSRPM 501-1000	501- 1000	\$2.22
132 32	Tools4ever, Inc.	SSRPM_2500	SSRPM	SSRPM 1001-2500	1001- 2500	\$1.76
132 32	Tools4ever, Inc.	SSRPM_5000	SSRPM	SSRPM 2501-5000	2501- 5000	\$1.71
132 32	Tools4ever, Inc.	SSRPM_10000	SSRPM	SSRPM 5001-10,000	5001- 10,000	\$1.56
132 32	Tools4ever, Inc.	SSRPM_20000	SSRPM	SSRPM 10,001- 20,000	10,001- 20,000	\$1.41
132 32	Tools4ever, Inc.	SSRPM_20001	SSRPM	SSRPM 20,001 up	20,001+	\$1.26
132 32	Tools4ever, Inc.	ESSOM_250	ESSOM	ESSOM 100-250	100-250	\$14.06

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13232	Tools4ever, Inc.	ESSOM_500	ESSOM	ESSOM 251-500	251-500	\$12.70
13232	Tools4ever, Inc.	ESSOM_1000	ESSOM	ESSOM 501-1000	501-1000	\$11.79
13232	Tools4ever, Inc.	ESSOM_2500	ESSOM	ESSOM 1001-2500	1001-2500	\$9.37
13232	Tools4ever, Inc.	ESSOM_5000	ESSOM	ESSOM 2501-5000	2501-5000	\$8.56
13232	Tools4ever, Inc.	ESSOM_5001	ESSOM	ESSOM 5001-up	5001+	\$7.56
13233	Tools4ever, Inc.	UMRA_A_100_SUP_SILV	UMRA - Automation Silver Support	UMRA - Automation Silver Support 0-100 employees	0-100	\$1.01
13233	Tools4ever, Inc.	UMRA_A_250_SUP_SILV	UMRA - Automation Silver Support	UMRA - Automation Silver Support 101-250 employees	101-250	\$0.81
13233	Tools4ever, Inc.	UMRA_A_500_SUP_SILV	UMRA - Automation Silver Support	UMRA - Automation Silver Support 251-500 employees	251-500	\$0.58
13233	Tools4ever, Inc.	UMRA_A_1000_SUP_SILV	UMRA - Automation Silver Support	UMRA - Automation Silver Support 501-1000 employees	501-1000	\$0.34
13233	Tools4ever, Inc.	UMRA_A_2500_SUP_SILV	UMRA - Automation Silver Support	UMRA - Automation Silver Support 1001-2500 employees	1001-2500	\$0.24
13233	Tools4ever, Inc.	UMRA_A_2501_SUP_SILV	UMRA - Automation Silver Support	UMRA - Automation Silver Support 2501 up employees	25001+	\$0.19
13233	Tools4ever, Inc.	UMRA_W_100_SUP_SILV	UMRA - Web Silver Support	UMRA - Web Silver Support 0-100 employees	0-100	\$1.01
13233	Tools4ever, Inc.	UMRA_W_250_SUP_SILV	UMRA - Web Silver Support	UMRA - Web Silver Support 101-250 employees	101-250	\$0.81

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	UMRA_W_500_SUP_SILV	UMRA - Web Silver Support	UMRA - Web Silver Support 210-500 employees	251-500	\$0.59
13233	Tools4ever, Inc.	UMRA_W_1000_SUP_SILV	UMRA - Web Silver Support	UMRA - Web Silver Support 501-1000 employees	501-1000	\$0.34
13233	Tools4ever, Inc.	UMRA_W_2500_SUP_SILV	UMRA - Web Silver Support	UMRA - Web Silver Support 1001-2500 employees	1001-2500	\$0.28
13233	Tools4ever, Inc.	UMRA_W_2501_SUP_SILV	UMRA - Web Silver Support	UMRA - Web Silver Support 2501 up employees	2500+	\$0.27
13233	Tools4ever, Inc.	PSM_100_SUP_SILV	PSM Silver Support	PSM Silver Support 0-100 employees	0-100	\$0.35
13233	Tools4ever, Inc.	PSM_250_SUP_SILV	PSM Silver Support	PSM Silver Support 101-250 employees	101-250	\$0.30
13233	Tools4ever, Inc.	PSM_500_SUP_SILV	PSM Silver Support	PSM Silver Support 251-500 employees	251-500	\$0.25
13233	Tools4ever, Inc.	PSM_1000_SUP_SILV	PSM Silver Support	PSM Silver Support 501-1000 employees	501-1000	\$0.19
13233	Tools4ever, Inc.	PSM_2500_SUP_SILV	PSM Silver Support	PSM Silver Support 1001-2500 employees	100-2500	\$0.15
13233	Tools4ever, Inc.	PSM_2501_SUP_SILV	PSM Silver Support	PSM Silver Support 2501 up employees	2501+	\$0.14
13233	Tools4ever, Inc.	PCM_100_SUP_SILV	PCM Silver Support	PCM Silver Support 0-100 employees	0-100	\$0.35
13233	Tools4ever, Inc.	PCM_250_SUP_SILV	PCM Silver Support	PCM Silver Support 101-250 employees	101-250	\$0.30
13233	Tools4ever, Inc.	PCM_500_SUP_SILV	PCM Silver Support	PCM Silver Support 251-500 employees	251-500	\$0.25

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	PCM_1000_SUP_SILV	PCM Silver Support	PCM Silver Support 501-1000 employees	501-1000	\$0.19
13233	Tools4ever, Inc.	PCM_2500_SUP_SILV	PCM Silver Support	PCM Silver Support 1001-2500 employees	100-2500	\$0.15
13233	Tools4ever, Inc.	PCM_2501_SUP_SILV	PCM Silver Support	PCM Silver Support 2501 up employees	2501+	\$0.14
13233	Tools4ever, Inc.	SSRPM_250_SUP_SILV	SSRPM Silver Support	SSRPM Silver Support 100-250	100-250	\$0.74
13233	Tools4ever, Inc.	SSRPM_500_SUP_SILV	SSRPM Silver Support	SSRPM Silver Support 251-500	251-500	\$0.64
13233	Tools4ever, Inc.	SSRPM_1000_SUP_SILV	SSRPM Silver Support	SSRPM Silver Support 501-1000	501-1000	\$0.44
13233	Tools4ever, Inc.	SSRPM_2500_SUP_SILV	SSRPM Silver Support	SSRPM Silver Support 1001-2500	1001-2500	\$0.35
13233	Tools4ever, Inc.	SSRPM_5000_SUP_SILV	SSRPM Silver Support	SSRPM Silver Support 2501-5000	2501-5000	\$0.34
13233	Tools4ever, Inc.	SSRPM_10000_SUP_SILV	SSRPM Silver Support	SSRPM Silver Support 5001-10,000	5001-10,000	\$0.31
13233	Tools4ever, Inc.	SSRPM_20000_SUP_SILV	SSRPM Silver Support	SSRPM Silver Support 10,001-20,000	10,001-20,000	\$0.28
13233	Tools4ever, Inc.	SSRPM_20001_SUP_SILV	SSRPM Silver Support	SSRPM Silver Support 20,001 up	20,001+	\$0.25
13233	Tools4ever, Inc.	ESSOM_250_SUP_SILV	ESSOM Silver Support	ESSOM Silver Support 100-250	100-250	\$2.81
13233	Tools4ever, Inc.	ESSOM_500_SUP_SILV	ESSOM Silver Support	ESSOM Silver Support 251-500	251-500	\$2.54

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	ESSOM_1000_SUP_SILV	ESSOM Silver Support	ESSOM Silver Support 501-1000	501-1000	\$2.36
13233	Tools4ever, Inc.	ESSOM_2500_SUP_SILV	ESSOM Silver Support	ESSOM Silver Support 1001-2500	1001-2500	\$1.87
13233	Tools4ever, Inc.	ESSOM_5000_SUP_SILV	ESSOM Silver Support	ESSOM Silver Support 2501-5000	2501-5000	\$1.71
13233	Tools4ever, Inc.	ESSOM_5001_SUP_SILV	ESSOM Silver Support	ESSOM Silver Support 5001-up	5001+	\$1.51
13233	Tools4ever, Inc.	UMRA_A_100_SUP_GOLD	UMRA - Automation Gold Support	UMRA - Automation Gold Support 0-100 employees	0-100	\$1.26
13233	Tools4ever, Inc.	UMRA_A_250_SUP_GOLD	UMRA - Automation Gold Support	UMRA - Automation Gold Support 101-250 employees	101-250	\$1.01
13233	Tools4ever, Inc.	UMRA_A_500_SUP_GOLD	UMRA - Automation Gold Support	UMRA - Automation Gold Support 251-500 employees	251-500	\$0.73
13233	Tools4ever, Inc.	UMRA_A_1000_SUP_GOLD	UMRA - Automation Gold Support	UMRA - Automation Gold Support 501-1000 employees	501-1000	\$0.43
13233	Tools4ever, Inc.	UMRA_A_2500_SUP_GOLD	UMRA - Automation Gold Support	UMRA - Automation Gold Support 1001-2500 employees	101-2500	\$0.30
13233	Tools4ever, Inc.	UMRA_A_2501_SUP_GOLD	UMRA - Automation Gold Support	UMRA - Automation Gold Support 2501 up employees	2501+	\$0.23
13233	Tools4ever, Inc.	UMRA_W_100_SUP_GOLD	UMRA - Web Gold Support	UMRA - Web Gold Support 0-100 employees	0-100	\$1.26
13233	Tools4ever, Inc.	UMRA_W_250_SUP_GOLD	UMRA - Web Gold Support	UMRA - Web Gold Support 101-250 employees	101-250	\$1.01
13233	Tools4ever, Inc.	UMRA_W_500_SUP_GOLD	UMRA - Web Gold Support	UMRA - Web Gold Support 251-500 employees	251-500	\$0.74

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	UMRA_W_1000_SUP_GOLD	UMRA - Web Gold Support	UMRA - Web Gold Support 501-1000 employees	501-1000	\$0.43
13233	Tools4ever, Inc.	UMRA_W_2500_SUP_GOLD	UMRA - Web Gold Support	UMRA - Web Gold Support 1001-2500 employees	101-2500	\$0.35
13233	Tools4ever, Inc.	UMRA_W_2501_SUP_GOLD	UMRA - Web Gold Support	UMRA - Web Gold Support 2501 up employees	2501+	\$0.34
13233	Tools4ever, Inc.	PSM_100_SUP_GOLD	PSM Gold Support	PSM Gold Support 0-100 employees	0-100	\$0.44
13233	Tools4ever, Inc.	PSM_250_SUP_GOLD	PSM Gold Support	PSM Gold Support 101-250 employees	101-250	\$0.38
13233	Tools4ever, Inc.	PSM_500_SUP_GOLD	PSM Gold Support	PSM Gold Support 251-500 employees	251-500	\$0.31
13233	Tools4ever, Inc.	PSM_1000_SUP_GOLD	PSM Gold Support	PSM Gold Support 501-1000 employees	501-1000	\$0.24
13233	Tools4ever, Inc.	PSM_2500_SUP_GOLD	PSM Gold Support	PSM Gold Support 1001-2500 employees	101-2500	\$0.19
13233	Tools4ever, Inc.	PSM_2501_SUP_GOLD	PSM Gold Support	PSM Gold Support 2501 up employees	2501+	\$0.18
13233	Tools4ever, Inc.	PCM_100_SUP_GOLD	PCM Gold Support	PCM Gold Support 0-100 employees	0-100	\$0.44
13233	Tools4ever, Inc.	PCM_250_SUP_GOLD	PCM Gold Support	PCM Gold Support 101-250 employees	101-250	\$0.38
13233	Tools4ever, Inc.	PCM_500_SUP_GOLD	PCM Gold Support	PCM Gold Support 251-500 employees	251-500	\$0.31
13233	Tools4ever, Inc.	PCM_1000_SUP_GOLD	PCM Gold Support	PCM Gold Support 501-1000 employees	501-1000	\$0.24

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	PCM_2500_SUP_GOLD	PCM Gold Support	PCM Gold Support 1001-2500 employees	101-2500	\$0.19
13233	Tools4ever, Inc.	PCM_2501_SUP_GOLD	PCM Gold Support	PCM Gold Support 2501 up employees	2501+	\$0.18
13233	Tools4ever, Inc.	SSRPM_250_SUP_GOLD	SSRPM Gold Support	SSRPM Gold Support 100-250	100-250	\$0.92
13233	Tools4ever, Inc.	SSRPM_500_SUP_GOLD	SSRPM Gold Support	SSRPM Gold Support 251-500	251-500	\$0.81
13233	Tools4ever, Inc.	SSRPM_1000_SUP_GOLD	SSRPM Gold Support	SSRPM Gold Support 501-1000	501-1000	\$0.55
13233	Tools4ever, Inc.	SSRPM_2500_SUP_GOLD	SSRPM Gold Support	SSRPM Gold Support 1001-2500	101-2500	\$0.44
13233	Tools4ever, Inc.	SSRPM_5000_SUP_GOLD	SSRPM Gold Support	SSRPM Gold Support 2501-5000	2501-5000	\$0.43
13233	Tools4ever, Inc.	SSRPM_10000_SUP_GOLD	SSRPM Gold Support	SSRPM Gold Support 5001-10,000	5001-10,000	\$0.39
13233	Tools4ever, Inc.	SSRPM_20000_SUP_GOLD	SSRPM Gold Support	SSRPM Gold Support 10,001-20,000	10,001-20,000	\$0.35
13233	Tools4ever, Inc.	SSRPM_20001_SUP_GOLD	SSRPM Gold Support	SSRPM Gold Support 20,001 up	20,001+	\$0.31
13233	Tools4ever, Inc.	ESSOM_250_SUP_GOLD	ESSOM Gold Support	ESSOM Gold Support 100-250	100-250	\$3.51
13233	Tools4ever, Inc.	ESSOM_500_SUP_GOLD	ESSOM Gold Support	ESSOM Gold Support 251-500	251-500	\$3.17
13233	Tools4ever, Inc.	ESSOM_1000_SUP_GOLD	ESSOM Gold Support	ESSOM Gold Support 501-1000	501-1000	\$2.95

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	ESSOM_2500_SUP_GOLD	ESSOM Gold Support	ESSOM Gold Support 1001-2500	1001-2500	\$2.34
13233	Tools4ever, Inc.	ESSOM_5000_SUP_GOLD	ESSOM Gold Support	ESSOM Gold Support 2501-5000	2501-5000	\$2.14
13233	Tools4ever, Inc.	ESSOM_5001_SUP_GOLD	ESSOM Gold Support	ESSOM Gold Support 5001-up	5001+	\$1.89
13233	Tools4ever, Inc.	UMRA_A_100_SUP_PLAT	UMRA - Automation Platinum Support	UMRA - Automation Platinum Support 0-100 employees	0-100	\$1.51
13233	Tools4ever, Inc.	UMRA_A_250_SUP_PLAT	UMRA - Automation Platinum Support	UMRA - Automation Platinum Support 101-250 employees	101-250	\$1.21
13233	Tools4ever, Inc.	UMRA_A_500_SUP_PLAT	UMRA - Automation Platinum Support	UMRA - Automation Platinum Support 251-500 employees	251-500	\$0.88
13233	Tools4ever, Inc.	UMRA_A_1000_SUP_PLAT	UMRA - Automation Platinum Support	UMRA - Automation Platinum Support 501-1000 employees	501-1000	\$0.51
13233	Tools4ever, Inc.	UMRA_A_2500_SUP_PLAT	UMRA - Automation Platinum Support	UMRA - Automation Platinum Support 1001-2500 employees	1001-2500	\$0.36
13233	Tools4ever, Inc.	UMRA_A_2501_SUP_PLAT	UMRA - Automation Platinum Support	UMRA - Automation Platinum Support 2501 up employees	2501+	\$0.28
13233	Tools4ever, Inc.	UMRA_W_100_SUP_PLAT	UMRA - Web Platinum Support	UMRA - Web Platinum Support 0-100 employees	0-100	\$1.51
13233	Tools4ever, Inc.	UMRA_W_250_SUP_PLAT	UMRA - Web Platinum Support	UMRA - Web Platinum Support 101-250 employees	101-250	\$1.21
13233	Tools4ever, Inc.	UMRA_W_500_SUP_PLAT	UMRA - Web Platinum Support	UMRA - Web Platinum Support 251-500 employees	251-500	\$0.89
13233	Tools4ever, Inc.	UMRA_W_1000_SUP_PLAT	UMRA - Web Platinum Support	UMRA - Web Platinum Support 501-1000 employees	501-1000	\$0.51

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	UMRA_W_2500_SUP_PLAT	UMRA - Web Platinum Support	UMRA - Web Platinum Support 1001-2500 employees	1001-2500	\$0.42
13233	Tools4ever, Inc.	UMRA_W_2501_SUP_PLAT	UMRA - Web Platinum Support	UMRA - Web Platinum Support 2501 up employees	2501+	\$0.41
13233	Tools4ever, Inc.	PSM_100_SUP_PLAT	PSM Platinum Support	PSM Platinum Support 0-100 employees	0-100	\$0.53
13233	Tools4ever, Inc.	PSM_250_SUP_PLAT	PSM Platinum Support	PSM Platinum Support 101-250 employees	101-250	\$0.45
13233	Tools4ever, Inc.	PSM_500_SUP_PLAT	PSM Platinum Support	PSM Platinum Support 251-500 employees	251-500	\$0.38
13233	Tools4ever, Inc.	PSM_1000_SUP_PLAT	PSM Platinum Support	PSM Platinum Support 501-1000 employees	501-1000	\$0.29
13233	Tools4ever, Inc.	PSM_2500_SUP_PLAT	PSM Platinum Support	PSM Platinum Support 1001-2500 employees	1001-2500	\$0.23
13233	Tools4ever, Inc.	PSM_2501_SUP_PLAT	PSM Platinum Support	PSM Platinum Support 2501 up employees	2501+	\$0.21
13233	Tools4ever, Inc.	PCM_100_SUP_PLAT	PCM Platinum Support	PCM Platinum Support 0-100 employees	0-100	\$0.53
13233	Tools4ever, Inc.	PCM_250_SUP_PLAT	PCM Platinum Support	PCM Platinum Support 101-250 employees	101-250	\$0.45
13233	Tools4ever, Inc.	PCM_500_SUP_PLAT	PCM Platinum Support	PCM Platinum Support 251-500 employees	251-500	\$0.38
13233	Tools4ever, Inc.	PCM_1000_SUP_PLAT	PCM Platinum Support	PCM Platinum Support 501-1000 employees	501-1000	\$0.29
13233	Tools4ever, Inc.	PCM_2500_SUP_PLAT	PCM Platinum Support	PCM Platinum Support 1001-2500 employees	1001-2500	\$0.23

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	PCM_2501_SUP_PLAT	PCM Platinum Support	PCM Platinum Support 2501 up employees	2501+	\$0.21
13233	Tools4ever, Inc.	SSRPM_250_SUP_PLAT	SSRPM Platinum Support	SSRPM Platinum Support 100-250	100-250	\$1.10
13233	Tools4ever, Inc.	SSRPM_500_SUP_PLAT	SSRPM Platinum Support	SSRPM Platinum Support 251-500	251-500	\$0.97
13233	Tools4ever, Inc.	SSRPM_1000_SUP_PLAT	SSRPM Platinum Support	SSRPM Platinum Support 501-1000	501-1000	\$0.66
13233	Tools4ever, Inc.	SSRPM_2500_SUP_PLAT	SSRPM Platinum Support	SSRPM Platinum Support 1001-2500	1001-2500	\$0.53
13233	Tools4ever, Inc.	SSRPM_5000_SUP_PLAT	SSRPM Platinum Support	SSRPM Platinum Support 2501-5000	2501-5000	\$0.51
13233	Tools4ever, Inc.	SSRPM_10000_SUP_PLAT	SSRPM Platinum Support	SSRPM Platinum Support 5001-10,000	5001-10,000	\$0.47
13233	Tools4ever, Inc.	SSRPM_20000_SUP_PLAT	SSRPM Platinum Support	SSRPM Platinum Support 10,001-20,000	10,001-20,000	\$0.42
13233	Tools4ever, Inc.	SSRPM_20001_SUP_PLAT	SSRPM Platinum Support	SSRPM Platinum Support 20,001 up	20,001+	\$0.38
13233	Tools4ever, Inc.	ESSOM_250_SUP_PLAT	ESSOM Platinum Support	ESSOM Platinum Support 100-250	100-250	\$4.22
13233	Tools4ever, Inc.	ESSOM_500_SUP_PLAT	ESSOM Platinum Support	ESSOM Platinum Support 251-500	251-500	\$3.81
13233	Tools4ever, Inc.	ESSOM_1000_SUP_PLAT	ESSOM Platinum Support	ESSOM Platinum Support 501-1000	501-1000	\$3.54
13233	Tools4ever, Inc.	ESSOM_2500_SUP_PLAT	ESSOM Platinum Support	ESSOM Platinum Support 1001-2500	1001-2500	\$2.81

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA approved Price
13233	Tools4ever, Inc.	ESSOM_5000_SUP_PLAT	ESSOM Platinum Support	ESSOM Platinum Support 2501-5000	2501-5000	\$2.57
13233	Tools4ever, Inc.	ESSOM_5001_SUP_PLAT	ESSOM Platinum Support	ESSOM Platinum Support 5001-up	5001+	\$2.27

**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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (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/IAM 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 (MAR 2009) (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 (MAR 2009) (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/IAM 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/IAM 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.

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, minimum general experience and minimum education.

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

EXAMPLE: Commercial Job Title: System Engineer

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

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

Minimum Education: Bachelor's Degree in Computer Science

SIN(s) PROPOSED	SERVICE PROPOSED (e.g. Job Title/Task)	UNIT OF ISSUE (e.g. Hour, Task, Sq ft)	Approved GSA Price
132 51	Systems Implementation Consultant	Per hour	\$100.75

Job Description

Commercial Job Title: Systems Implementation Consultant

Minimum Education: B.S. in Computer Science

Minimum General Experience: 3-5 years of technical experience maintaining Active Directory and Exchange implementations in a professional environment as well as basic exposure to SQL database and queries. Excellent verbal and written communication skills and experience in a customer facing role are required.

Functional Responsibility: Performs any combination of following duties to provide technical support to clients in information processing departments:

- Installs Tools4ever products in customer test and production environments.
- Makes recommendations for improvements in client's directory structure environment.
- Reviews and tests programs written by Tools4ever programmers to ensure that programs meet customer's objectives and specifications.
- Assists users to resolve computer-related problems, such as inoperative hardware or software.
- Configures routines within the product to automate specific business processes defined by the customer related to Active Directory account lifecycle management
- Normalizes data across client's disparate systems in order to automate account management across all of them, this is typically accomplished by matching and/or populating employee ID values
- Builds SQL tables, views, and queries to transform customer user account data so that it adheres to customer defined processing standards
- Authors custom PowerShell scripts to accommodate any customer defined requirements which Tools4ever products do not support out-of-the-box
- Creation of web forms and workflows, within Tools4ever products, to streamline paper and email based activities being executed manually
- Extends Tools4ever product logic to include remote authentication in order to synchronize Active Directory password resets across many different systems
- Automate population, and encryption, of data within a self-service database thus allowing users to reset their own password without direct involvement from the helpdesk
- Modify ASP based self-service password reset web interface to match customer defined usage and security requirements.
- Create and monitor test procedures to insure customer requirements are satisfied.
- Product log analysis to ensure 100% error free execution of Tools4ever solutions.
- Provide ongoing support to customers as their requirements change over time.

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

PREAMBLE

(Name of Company) 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.

Dean Wiech, P: 516-482-4414, d.weich@tools4ever.com

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 of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the 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.

TOOLS4EVER SOFTWARE LICENSE AGREEMENT

IMPORTANT: Before running this product you should read the terms of this Software License Agreement. If you do not agree with the terms of this Agreement, promptly return the entire package (and proof of purchase) to the place from which you obtained it for a full refund.

1. General

In this Software License Agreement:

(i) "Tools4ever" means Tools4ever, Inc.

(ii) "Purchaser" means the GSA Customer, an authorized entity, Government agency or instrumentality buying Software from Tools4ever or its Distributors or its Resellers pursuant to a GSA Customer Purchase Order ("Order") implementing the underlying GSA Schedule Contract..

(iii) "Software" means computer programs (and their storage medium) supplied by Tools4ever and known collectively as "User Management Resource Administrator" in which Tools4ever has property rights and any user manuals, operating instructions, brochures and all other documentation relating to the said computer programs (the expression "Software" to include all or any part or any combination of Software).

(iv) "Reseller": person(s) or entity(ies) that sell Software to a Purchaser.

(v) "Distributor": person(s) or entity(ies) that sell Software to a Reseller.

(vi) "User" means the GSA Customer's employees, agents, consultants and/or independent contractors (collectively referred to as "personnel," hereinafter) or other user of the GSA Customer's network..

2. Software License

This Tools4ever product contains Software that provides services to administer an NT or Windows2XXX, XP, 7 or 8 network by a computer or workstation.

(i) The Purchaser shall acquire only a non-exclusive, Perpetual License for the number of users stated in an applicable Order. ("Licensed Copies"). The Purchaser may install and use copies of the Software up to the number of users specified above as "Licensed Copies". The Software shall at all times remain the sole property of Tools4ever. Such License shall continue until any replacement License is issued subject to clause 3 below.

(ii) Such License shall only be transferable with the prior written consent of Tools4ever, such consent not being unreasonably withheld, and provided that the GSA Customer shall transfer all copies of the Software to the transferee and that the transferee agrees to be bound by this Agreement. Assignment by Tools4ever is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013).

3. Intellectual Property Rights

(i) The GSA Customer acknowledges that all copyright, patents or intellectual property rights of whatever nature in the Software shall remain vested solely in Tools4ever. The GSA Customer will take all reasonable precautions to maintain the confidentiality of such Software, and all know-how and trade secrets incorporated therein. The GSA Customer will not copy the computer programs other than as required by the installation procedure for use of the said programs subject to the terms of this License. The GSA Customer will keep the original(s) solely for backup or archival purposes and otherwise will not copy or duplicate or permit the copying or duplication of the Software by any means.

(ii) The GSA Customer will take no action to alter, develop or adapt any part or item of the Software without the prior, written consent of Tools4ever to be granted at Tools4ever's absolute discretion.

(iii) **INDEMNITY**

Tool4Ever will indemnify and hold harmless the GSA Customer and all of, its personnel, successors and assigns (each, an "Indemnified Person") from any and all third party claims, demands, actions or threat of action (whether in law, or in an alternative proceeding), losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "Losses"), and threatened Losses due to, arising from or relating to (i) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person; (ii) gross negligence, willful or reckless acts or omissions of or by Tool4Ever or any Tool4Ever Personnel; or (iii) death, personal injury, bodily injury or property damage caused by Tool4Ever or any Tool4Ever Personnel ("Indemnified Claim"). To the extent permitted by 28 USC 516, no settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person's prior written consent (not to be unreasonably withheld). If Tool4Ever fails to defend an Indemnified Person as provided in this INDEMNITY after reasonable notice of an Indemnified Claim, Tool4Ever will be bound (i) to indemnify and reimburse the Indemnified Person for any Losses incurred by any Indemnified Person, in its sole discretion but to the extent permitted by 28 USC 516, to defend, settle or compromise the Indemnified Claim; and (ii) by the determination of facts common to an action and subsequent action to enforce the Indemnified Person's reimbursement rights. In the event of a claim relating to any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person, Tool4Ever will promptly either: (i) work with the Government to procure for the GSA Customer the right to continue using the affected Software free from any such infringement, violation or misappropriation; (ii) modify the Software so that it is no longer infringing, violating or misappropriating any Intellectual Property Rights, all without incurring a loss of functionality or performance; or (iii) promptly replace the Software with other goods, services or licensed materials free from any infringement, violation or misappropriation of any Intellectual Property Rights which have the same or better performance/functionality capabilities than the original Software. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

4. Modifications

Updates, upgrades and modifications to improve the Software's performance, when Generally Available, shall be made available to Purchaser as a new Release or Update, provided if the Purchaser has a current Support Agreement in effect with Tools4Ever.

5. Limited Warranty and Limitation of Liability

(i) Tools4ever warrants that the Software conforms to any accompanying documentation and is free from defects in material and workmanship in normal use for a period of 90 days from the date of the GSA

Customer's acceptance of the Software. In the event a defect occurs the GSA Customer may request Tools4ever to fix the problem or provide replacement Software.

(ii) Tools4ever does not warrant, guarantee or make any representations that the functions contained in the Software will meet the GSA Customer's requirements or that the operation of the Software will be uninterrupted or error-free.

(iii) Except as expressly provided in this Agreement, the Software is provided "as is" without any warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

(iv) Tools4ever, shall be under no liability regarding any defect arising from normal wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Tools4ever's instructions (whether oral or written), misuse or alteration or repair of the Software without Tools4ever's approval.

(v) Any liability of Tools4ever, for direct or consequential loss or damage resulting from Software or the use thereof shall be excluded. (provided always that these conditions do not exclude or restrict Tools4ever's, liability for death or personal injury arising from this negligence). Tools4ever, accepts no liability for errors or omissions in its price lists and other literature. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by Tools4ever's negligence; (2) for fraud; (3) for express remedies under the contract; or (4) for any other matter for which liability cannot be excluded by law.

TOOLS4EVER, SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE REPLACEMENT OF DEFECTIVE MEDIA ACCORDING TO THE LIMITED WARRANTY ABOVE. , TOOLS4EVER'S LIABILITY SHALL NOT EXCEED THE AMOUNT THE GSA CUSTOMER ORIGINALLY PAID FOR THE SOFTWARE. THE GSA CUSTOMER AGREES THAT NEITHER TOOLS4EVER, NOR ITS PERSONNEL SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFIT, REVENUE, DATA OR USE) INCURRED BY THE GSA CUSTOMER IN CONNECTION WITH OR ARISING OUT OF USE OF THE SOFTWARE, EVEN IF TOOLS4EVER, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY TOOLS4EVER'S NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER THE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

6. Termination of License

When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act).

During any dispute under the Disputes Clause, Tools4ever shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. In the event of termination of the license, Purchaser agrees to immediately cease using the Software, and within ten (10) days of the termination to return the original copy of the Software to Tools4ever, with certification that all copies of the Software have been returned to Tools4ever, destroyed or transferred pursuant to Section 2 (ii), above. This requirement will apply to all copies in any form, whether partial or complete, and whether or not modified or merged into other program materials. .

7. Support contract

Tools4ever will provide Support to the GSA Customer, in accordance with its published software Support policy. The GSA Customer must have a Support contract in order to get support. The duration of a Support contract is 1 year. The Support contract also provides Purchaser with the right to download from Tools4ever's

website, free upgrades of the Software. Tools4ever has no obligation regarding the frequency of the upgrade availability, new functions, or any other characteristics of Software.

8. Miscellaneous

(i) The headings of the clauses in this contract are for convenience only and do not affect the interpretation of this Agreement.

(ii) This Agreement shall be construed in accordance with the Federal laws of the United States. . If any part of these conditions shall be or become invalid or unenforceable in any way and to any extent by any existing or future rule of law, order, statute or regulation applicable thereto, then the same shall to the extent of such invalidity be deemed to have been deleted from the conditions which shall remain in full force and effect regarding all other provisions.

9. Acknowledgment The GSA Customer acknowledges that it has read this Agreement in full, has fully understood its terms and agrees to be bound thereby. This Agreement, the underlying GSA Schedule Contract, the Schedule Price List and all applicable Orders contain the complete and exclusive agreement between the parties - relating to the subject matter of this Agreement. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer’s Purchase Order.

Notice:

The use of illegally obtained registration information (for example, serial number) can produce unpredictable results and cause damage to your computer and/or its contents. The use of anything other than a legal registration code is a crime, and is punishable both criminally and civilly. Tools4ever will aggressively prosecute anyone attempting to misuse illegally obtained copyright and registration data.

For Tools4ever	For GSA
<i>Signature</i>	<i>Signature</i>
Dean H. Wiech	
<i>Name</i>	<i>Name</i>
President	
<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>