



GENERAL SERVICES ADMINISTRATION
Federal Supply Service

Authorized Federal Supply Schedule Price List

Prices Shown Herein are Net (discount deducted)

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title:	Federal Supply Schedule 70 – Information Technology
Special Item Numbers:	132 32 Term Software License 132 33 Perpetual Software License 132 34 Maintenance of Software as a Service 132 51 Information Technology Professional Services
Contract Period:	December 2, 2019 to December 1, 2024
Contract Number:	47QTCA20D002V
Contractor Information:	<p>eliteBco is an SBA 8(a) and HUBZone-certified company that provides high tech products and services in the following areas to Federal, State, for-profit, and nonprofit clients:</p> <ul style="list-style-type: none"> ◆ IT Professional Services, Business Process Analysis/Automation ◆ Financial Systems Implementation/Support ◆ Document Digitization/Content Management ◆ software from vendors like Agiloft, Abila, and Sage <p>Since the company was founded in 2009, we have served more than 100 customer organizations, including HUD, GSA, U.S. Army, U.S. Navy, USAID, DHS, and Department of the Treasury.</p> <p>eliteBco, LLC 161 Ave. Ponce de Leon, Suite 201 San Juan, PR 00917 (202) 838-3014 Fax: (202) 838-3014 www.eliteBco.com</p>
Business Size:	Certified HUBZone and certified 8(a) small business

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

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Descriptions of Special Item Numbers (SINs)

SIN 132-32 – Term Software Licenses

Includes operating system software, application software, EDI translation and mapping software, enabled email message-based applications, Internet software, database management applications, and other software. 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 is included in the purchase price of the product in the commercial marketplace. No charge support includes items, such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user 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 services under *SIN 132 34 Software Maintenance Services*.

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

SubSIN Categorie(s):

FSC Class 7030 - Information Technology Software

- ◆ Among the types of software that GSA specifies for FSC Class 7030, eliteBco offers the following:
Application Software

SIN 132-33 – Perpetual Software Licenses

Includes operating system software, application software, EDI translation and mapping software, enabled email message based products, Internet software, database management programs, and other software. 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 is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and Frequently Asked Questions (FAQs), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user 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 services under *SIN 132 34 Software Maintenance Services*.

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

SubSIN Categorie(s):

FSC Class 7030 - Information Technology Software

- ◆ Among the types of software that GSA specifies for FSC Class 7030, eliteBco offers the following:
Application Software

SIN 132-34 – Software Maintenance Services

Software maintenance services 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 services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance services are billed in arrears in accordance with 31 U.S.C. 3324.

SIN 132-51 – Information Technology Professional Services

Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.

SubSIN Category(ies):

- ◆ FSC/PSC Class D301 IT and Telecom- Facility Operation and Maintenance
- ◆ FSC/PSC Class D302 IT and Telecom- Systems Development
- ◆ FSC/PSC Class D306 IT and Telecom- Systems Analysis
- ◆ FSC/PSC Class D307 IT and Telecom- IT Strategy and Architecture
- ◆ FSC/PSC Class D308 IT and Telecom- Programming
- ◆ FSC/PSC Class D310 IT and Telecom- Cyber Security and Data Backup
- ◆ FSC/PSC Class D311 IT and Telecom- Data Conversion
- ◆ FSC/PSC Class D313 IT and Telecom- Computer Aided Design/Computer Aided Manufacturing (CAD/CAM)
- ◆ FSC/PSC Class D316 IT and Telecom- Telecommunications Network Management
- ◆ FSC/PSC Class D317 IT and Telecom- Web-Based Subscription
- ◆ FSC/PSC Class D399 IT and Telecom- Other IT and Telecommunications

1. Information for Ordering Activities

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!™ online 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.

1.1 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.

1.2 Contractor's Ordering Address and Payment Information

eliteBco, LLC

161 Ave. Ponce de Leon, Suite 201

San Juan, PR 00917

Contractors are required to accept the Government purchase card for payments equal to or less than the micropurchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payments above the micropurchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: (202) 838-3014 ext 700 Attn: Luis A. Baez-Black

1.3 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.

1.4 FOB Destination

- a. When deliveries are made to destinations outside the 48 contiguous States, i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, the following conditions will apply:
 - 1) Delivery will be FOB inland carrier, point of exportation (FAR 52.247-38)), with the transportation charges to be paid by the Government from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering activity. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based on the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water) or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges, including weight of shipment.
 - 2) The right is reserved to ordering agencies to furnish Government bills of lading.
- b. Ordering activities will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

1.5 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)
132-51	As Negotiated between eliteBco and the Ordering Agency.
132-32	As Negotiated between eliteBco and the Ordering Agency.
132-33	As Negotiated between eliteBco and the Ordering Agency.
132-34	As Negotiated between eliteBco and the Ordering Agency.

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

1.6 Discounts

Prices shown are net prices; basic discounts have been deducted.

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Other Special Discounts: None

1.7 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.

1.8 Statement Concerning Availability of Export Packing

Export packing and shipping is available at extra cost outside the terms of this contract.

1.9 Small Requirements

The minimum dollar of orders to be issued is \$100.00.

1.10 Maximum Order

The Maximum Order value for Special Item Numbers (SIN) 132-51 is \$500,000. (All dollar amounts are exclusive of any discount for prompt payment.)

1.11 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.

1.12 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 eliteBco.

1.12.1 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 are at the above address or telephone number 703-487-4650.

1.12.2 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.

1.13 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, résumés 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).

1.14 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 (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (see C.1).

1.15 GSA Advantage!

GSA Advantage! is an online, interactive electronic information and ordering system that provides online 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 using a browser. The Internet address is <http://www.gsaadvantage.gov>.

1.16 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.

1.17 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 eliteBco.
- 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.

1.18 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.

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

1.19 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).

1.20 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.

1.21 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.

1.22 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

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.globalinfotek.com

The EIT standard can be found at: www.Section508.gov/.

1.23 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 <NameOfWrittenAuthorizationSource> dated <Date>. 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.

1.24 Insurance—Work on a Government Installation (JAN 1997)(FAR 52.228-5)

- a. eliteBco 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, eliteBco 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 eliteBco gives written notice to the Contracting Officer,
whichever period is longer.
- c. eliteBco 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. eliteBco shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

1.25 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>.

1.26 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)

2. Terms and Conditions Applicable to IT Professional Services (SIN 132-51)

2.1 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.

2.2 Performance Incentives

- a. When using a performance-based statement of work, performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

2.3 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 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 Responsibilities of the Ordering Activity

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

2.9 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.

2.10 Organizational Conflicts of Interest

- a. Definitions.
 - 1) “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
 - 2) “Contractor and its affiliates” and “Contractor or its affiliates” refer 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.
 - 3) 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.

2.11 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.

2.12 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. FAR 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.

2.13 Resumes

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

2.14 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.

2.15 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.

2.16 Description of IT Professional Services and Pricing

eliteBco, LLC intends to provide a wide range of IT professional services. The primary areas of functional capabilities are system development, analysis and assessment, programming services, and systems engineering.

3. Labor Category Descriptions

3.1 Technical/Functional Consultant I

Supports client projects by providing technical knowledge of installation, integration, technical support, troubleshooting, and the resolution of customer issues related to specific systems and software applications. Provide installation, integration, technical support, perform trouble-shooting functions, and resolve customer issues of specific systems and software applications they specialize in. Configures systems to satisfy client requirements in areas such as workflow, form design, business rules, and so forth. Configures systems they specialize in to incorporate user requirements such as workflow configuration, form design, business rules, etc. using out of the box functionality. Also provides training, prepares system documentation, and supports data transfer by extracting, converting, and importing data between systems. Helps troubleshoot application or system issues, provides training, and prepares system documentation. Extracts, converts, and imports data between systems. A Technical/Functional Consultant I typically reports to a supervisor or manager, and has a Bachelor’s Degree or equivalent and some relevant experience. Work of limited complexity is expected to be performed in a supporting role that is closely managed.

Qualifications

- ◆ Relevant experience
- ◆ Related Bachelor’s Degree
- OR**
- ◆ 2 yrs of relevant experience
- ◆ Unrelated Bachelor’s Degree
- OR**
- ◆ 4 yrs of relevant experience
- ◆ No degree required

3.2 Technical/Functional Consultant II

Supports client projects by providing technical knowledge of installation, integration, technical support, troubleshooting, and the resolution of customer issues related to specific systems and software applications. Configures systems to satisfy client requirements in areas such as workflow, form design, business rules, and so forth. Also provides training, prepares system documentation, and supports data transfer by extracting, converting, and importing data between systems. A Technical/Functional Consultant II typically reports to a supervisor or manager, and has a Bachelor’s Degree or equivalent and at least 4 years of relevant experience. Moderately complex work is expected to be performed independently, with direction needed occasionally to accomplish some more complex tasks.

Qualifications

- ◆ 4 yrs of relevant experience
- ◆ Related Bachelor’s Degree
- OR**
- ◆ 6 yrs of relevant experience
- ◆ Unrelated Bachelor’s Degree
- OR**
- ◆ 8 yrs of relevant experience
- ◆ No degree required

3.3 Technical/Functional Consultant III

Supports client projects by providing technical knowledge of installation, integration, technical support, troubleshooting, and the resolution of customer issues related to specific systems and software applications. Configures systems to satisfy client requirements in areas such as workflow, form design, business rules, and so forth. Also provides training, prepares system documentation, and supports data transfer by extracting, converting, and importing data between systems. A Technical/Functional Consultant III typically reports to a manager or director, and has a Bachelor's Degree or equivalent and at least 8 years of relevant experience. They are expected to perform complex tasks independently, and to provide assistance to other team members, as needed.

Qualifications

- ◆ 8 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 10 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 12 yrs of relevant experience
- ◆ No degree required

3.4 Programmer I

Performs software development, design, coding, testing, debugging, and/or documentation related to the creation or modification of software systems and applications. Formulates and develops systems or subsystems architecture, requirements, and design documents. A Programmer I typically reports to a supervisor or manager, and has a Bachelor's Degree or equivalent and some relevant experience. Work of limited complexity is expected to be performed in a supporting role that is closely managed.

Qualifications

- ◆ Relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 2 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 4 yrs of relevant experience
- ◆ No degree required

3.5 Programmer II

Performs software development, design, coding, testing, debugging, and/or documentation related to the creation or modification of software systems and applications. Based on detailed specifications, works on most phases of development lifecycle to formulate and develop applications, systems or subsystems architecture, requirements, and design documents. A Programmer II typically reports to a supervisor or manager, and has a Bachelor's Degree or equivalent and at least 4 years of relevant experience. Moderately complex work is expected to be performed independently, with direction needed occasionally to accomplish some more complex tasks.

Qualifications

- ◆ 4 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 6 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 8 yrs of relevant experience
- ◆ No degree required

3.6 Programmer III

Performs software development, design, coding, testing, debugging, and/or documentation related to the creation or modification of software systems and applications. Based on detailed specifications, works on most phases of development lifecycle to formulate and develop applications, systems or subsystems architecture, requirements, and design documents. A Programmer III typically reports to a manager or director, and has a Bachelor's Degree or equivalent and at least 8 years of relevant experience. They are expected to perform complex tasks independently, and to provide assistance to other team members, as needed.

Qualifications

- ◆ 8 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 10 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 12 yrs of relevant experience
- ◆ No degree required

3.7 Project Manager I

Plan, budget, oversee, and document all aspects of modestly complex technology projects so they are completed on-time and within budget. Responsible for managing scope, cost, schedule, contractual deliverables, and staff, including internal employees and subcontractors. A Project Manager I might work by themselves or be in charge of a team, and typically reports to a senior manager or director. They have a Bachelor's Degree or equivalent and at least one year of relevant experience managing projects.

Qualifications

- ◆ Relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 2 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 4 yrs of relevant experience
- ◆ No degree required

3.8 Project Manager II

Plan, budget, oversee, and document all aspects of complex technology projects so they are completed on-time and within budget. Responsible for managing scope, cost, schedule, contractual deliverables, and staff, including internal employees and subcontractors. A Project Manager II might work by themselves or be in charge of a team, and typically reports to a senior manager or director. They have a Bachelor's Degree or equivalent and at least 4 years of relevant experience managing projects.

Qualifications

- ◆ 4 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 6 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 8 yrs of relevant experience
- ◆ No degree required

3.9 Project Manager III

Plan, budget, oversee, and document all aspects of the most complex technology projects so they are completed on-time and within budget. Responsible for managing scope, cost, schedule, contractual deliverables, and staff, including internal employees and subcontractors. A Project Manager III might work by themselves or be in charge of a team, and typically reports to a senior manager or director. They have a Bachelor's Degree or equivalent, at least 8 years of relevant experience managing projects, and the ability to assist other project managers, as needed.

Qualifications

- ◆ 8 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 10 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 12 yrs of relevant experience
- ◆ No degree required

3.10 Program Manager I

Coordinates and monitors the scheduling, pricing, and technical performance of a moderately complex client program that comprises a few projects. Negotiates and prepares contracts by considering the financial conditions, resources, and contractual requirements. Monitors adherence to master plans and schedules, develops solutions to program problems, and directs work of incumbents assigned to program from various departments. A Program Manager I typically reports to a senior manager or director. They have a Bachelor's Degree or equivalent, at least 2 years of experience performing relevant work, and at least one year of experience managing comparable programs.

Qualifications

- ◆ Relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 2 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 4 yrs of relevant experience
- ◆ No degree required

3.11 Program Manager II

Coordinates and monitors the scheduling, pricing, and technical performance of a complex client program that comprises several projects. Negotiates and prepares contracts by considering the financial conditions, resources, and contractual requirements. Works with client to develop new business and expand the program on their behalf, if needed. Monitors adherence to master plans and schedules, develops solutions to program problems, and directs work of incumbents assigned to program from various departments. Relies on deep knowledge of client organization, processes, and culture to promote the highest quality projects, tasks, and operations throughout the program. A Program Manager II typically reports to a senior manager or director. They have a Bachelor's Degree or equivalent, at least 4 years of experience performing relevant work, and at least 2 years of experience managing comparable programs.

Qualifications

- ◆ 4 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 6 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 8 yrs of relevant experience
- ◆ No degree required

3.12 Program Manager III

Coordinates and monitors the scheduling, pricing, and technical performance of a very complex, high risk, or particularly mission critical client program that comprises several projects. Negotiates and prepares contracts by considering the financial conditions, resources, and contractual requirements. Works with client to develop new business and expand the program on their behalf, if needed. Monitors adherence to master plans and schedules, develops solutions to program problems, and directs work of incumbents assigned to program from various departments. Relies on deep knowledge of client organization, processes, and culture to promote the highest quality projects, tasks, and operations throughout the program. A Program Manager II typically reports to a senior manager or director. They have a Bachelor's Degree or equivalent, at least 4 years of experience performing relevant work, and at least 2 years of experience managing comparable programs.

Qualifications

- ◆ 8 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 10 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 12 yrs of relevant experience
- ◆ No degree required

3.13 Subject Matter Expert I

Provides unique and/or in-depth technical or business analysis for task areas requiring leading-edge or state-of-the-art technical, scientific or business expertise. May support a wide variety of assignments based on the specific project requirements. A Subject Matter Expert I typically has a Bachelor's Degree or equivalent, has some experience performing relevant work, and has expertise that is relatively easy to find for the project.

Qualifications

- ◆ Relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 2 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 4 yrs of relevant experience
- ◆ No degree required

3.14 Subject Matter Expert II

Provides unique and/or in-depth technical or business analysis for task areas requiring leading-edge or state-of-the-art technical, scientific or business expertise. May support a wide variety of assignments based on the specific project requirements. A Subject Matter Expert II typically has a Bachelor's Degree or equivalent, has at least 4 years of experience performing relevant work, and/or has expertise that is somewhat difficult to find for the project.

Qualifications

- ◆ 4 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 6 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 8 yrs of relevant experience
- ◆ No degree required

3.15 Subject Matter Expert III

Provides unique and/or in-depth technical or business analysis for task areas requiring leading-edge or state-of-the-art technical, scientific or business expertise. May support a wide variety of assignments based on the specific project requirements. A Subject Matter Expert III typically has a Bachelor's Degree or equivalent, has at least 8 years of experience performing relevant work, and/or has expertise that is very difficult to find for the project.

Qualifications

- ◆ 8 yrs of relevant experience
- ◆ Related Bachelor's Degree
- OR**
- ◆ 10 yrs of relevant experience
- ◆ Unrelated Bachelor's Degree
- OR**
- ◆ 12 yrs of relevant experience
- ◆ No degree required

4. Labor Category Pricing

SIN	Labor Category	Price per Hour
132-51	Technical/Functional Consultant I	\$74.77
132-51	Technical/Functional Consultant II	\$100.18
132-51	Technical/Functional Consultant III	\$149.04
132-51	Programmer I	\$74.77
132-51	Programmer II	\$100.18
132-51	Programmer III	\$149.04
132-51	Project Manager I	\$80.14
132-51	Project Manager II	\$124.12
132-51	Project Manager III	\$184.72
132-51	Program Manager I	\$85.03
132-51	Program Manager II	\$151.49
132-51	Program Manager III	\$219.90
132-51	Subject Matter Expert I	\$95.29
132-51	Subject Matter Expert II	\$185.69
132-51	Subject Matter Expert III	\$561.96

5. Product Pricing

The following Special Item Numbers (SINs) are used in the table below:

- ◆ **132-32** (Term Software License)
- ◆ **132-33** (Perpetual Software License)
- ◆ **132-34** (Maintenance of Software as a Service)

The abbreviation **CLM** refers to the Agiloft Contract Lifecycle Management module.

SIN	Part No	Product Description	Price
132-32	5878615141	Agiloft (Term) Professional Assigned Staff Users w/CLM - Yearly Fee	\$746.60
132-32	5878615142	Agiloft (Term) Professional Floating Staff Users w/CLM - Yearly Fee	\$2,239.80
132-32	58786151281	Agiloft (Term) Professional Extended Assigned Staff Users w/CLM - Yearly Fee	\$1,091.18
132-32	58786151282	Agiloft (Term) Professional Extended Floating Staff Users w/CLM - Yearly Fee	\$3,273.55
132-32	58786151241	Agiloft (Term) Enterprise Assigned Staff Users w/CLM - Yearly Fee	\$1,550.63
132-32	58786151242	Agiloft (Term) Enterprise Floating Staff Users w/CLM - Yearly Fee	\$4,651.89
132-32	5878615111	Agiloft (Term) Professional Assigned Staff Users w/out CLM - Yearly Fee	\$516.88
132-32	5878615112	Agiloft (Term) Professional Floating Staff Users w/out CLM - Yearly Fee	\$1,550.63
132-32	58786151301	Agiloft (Term) Professional Extended Assigned Staff Users w/out CLM - Yearly Fee	\$746.60
132-32	58786151302	Agiloft (Term) Professional Extended Floating Staff Users w/out CLM - Yearly Fee	\$2,239.80
132-32	58786151211	Agiloft (Term) Enterprise Assigned Staff Users w/out CLM - Yearly Fee	\$861.46
132-32	58786151212	Agiloft (Term) Enterprise Floating Staff Users w/out CLM - Yearly Fee	\$2,584.38
132-33	5878615241	Agiloft (Perpetual) Professional Assigned Staff Users w/CLM	\$1,531.49
132-33	5878615242	Agiloft (Perpetual) Professional Floating Staff Users w/CLM	\$4,594.46
132-33	58786152281	Agiloft (Perpetual) Professional Extended Assigned Staff Users w/CLM	\$2,249.37
132-33	58786152282	Agiloft (Perpetual) Professional Extended Floating Staff Users w/CLM	\$6,748.11
132-33	58786152241	Agiloft (Perpetual) Enterprise Assigned Staff Users w/CLM	\$3,206.55
132-33	58786152242	Agiloft (Perpetual) Enterprise Floating Staff Users w/CLM	\$9,571.79
132-33	5878615211	Agiloft (Perpetual) Professional Assigned Staff Users w/out CLM	\$1,076.83
132-33	5878615212	Agiloft (Perpetual) Professional Floating Staff Users w/out CLM	\$3,230.48
132-33	58786152301	Agiloft (Perpetual) Professional Extended Assigned Staff Users w/out CLM	\$1,531.49
132-33	58786152302	Agiloft (Perpetual) Professional Extended Floating Staff Users w/out CLM	\$4,594.46
132-33	58786152211	Agiloft (Perpetual) Enterprise Assigned Staff Users w/out CLM	\$1,794.71
132-33	58786152212	Agiloft (Perpetual) Enterprise Floating Staff Users w/out CLM	\$5,312.34

SIN	Part No	Product Description	Price
132-34	587861530	Agiloft Software 1 Year Maintenance and Support	20% of Commercial Pricelist Purchase Price