**AUTHORIZED FEDERAL SUPPLY SERVICE**

**MULTIPLE AWARD SCHEDULE PRICELIST**

**Contract Number: GS-35F-0074GA**

**eTelic Inc.**

**8300 Paigley Pl, Henrico, VA 23229**

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Period Covered by Contract: 31 October 2007 – 30 October 2027

General Services Administration  
Federal Acquisition Service

Effective Dates/Period Covered 31 October 2022 through 30 October 2027

Last MASS Modification # A882 dated 27 May 2024

Pricelist current through Modification # PO-0020, dated October 2022

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSAAdvantage!®, a menu-driven database system.*

**Awarded Special Item Number(s):**

|  |  |
| --- | --- |
| **MAS SIN** | **Description** |
| **511210** | **Software Licenses** |
| **54151** | **Software Maintenance Services** |
| **54151S** | **Information Technology Professional Services** |

eTelic is a small business corporation specializing in the delivery and deployment of cloud solutions based primarily on technologies from Amazon, Oracle, Google, and Microsoft. eTelic has been in business over fifteen years and has had significant experience in the Navy, Federal, and State (VA) environment. eTelic’s expertise is in understanding the problem and solving it in a generic way. This has led to a unique solution that automates digitizing processes and automates writing programs. This strategy has led the deployment of shared services and solutions that can be leveraged across Government organizations.

**eTelic Services**

**Web and Mobile Application Development**

We have significant development expertise in Web and Mobile application development space. This includes leveraging Microsoft, Apple, and Android technologies to develop cutting edge applications with latest in open source (e.g. Angular UI Framework). We have tools and templates that lower the cost of this development while reducing the risk.

**Expertise:**

* Microsoft .NET
* Oracle J2EE
* Apple iOS
* Google Android

**Cloud Migration and Development**

With expertise on both Microsoft Azure and Amazon Web Services, we enable organizations to move their applications from in-house to the cloud. Recently we have started doing more work on Oracle and Google cloud as well.

We bring the deployment expertise for these solutions and help the organizations integrate these into their workflow and processes. We have created and included solutions (Turanto and Turanto built applications) as part of this schedule.

**Expertise:**

* Amazon AWS
* Microsoft Azure

**Cyber Security Services**

These services combine our development, operations, and cloud expertise to provide an audit and best practices around development, deployment, and operational management of applications and infrastructure to mitigate the security threats.

**Business Intelligence and Analytics**

We bring the deployment expertise for Business Intelligence solutions – and assist in the key cycle of integrating any of these solutions with in-house environments. The integration provides a balance of real time reports with the traditional data mart and warehousing approaches for larger undertakings.

**Expertise:**

* SAP Business Objects Crystal Reports and WebIntelligence
* Tableau
* Microsoft PowerBI

eTelic Inc. is offering Software development and consulting services under GSA under the following Special Item Numbers and codes:

**SIN 54151S- INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

\*Following FPDS codes should match with FPDS codes opted in e-offer

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) 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 andAgencies 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.

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

## Table of Contents

[INFORMATION FOR ORDERING ACTIVITIES 6](#_Toc147927943)

[1. GEOGRAPHIC SCOPE OF CONTRACT: 6](#_Toc147927944)

[2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION: 6](#_Toc147927945)

[3. LIABILITY FOR INJURY OR DAMAGE 7](#_Toc147927946)

[4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279: 7](#_Toc147927947)

[5. FOB DESTINATION 7](#_Toc147927948)

[6. DELIVERY SCHEDULE 7](#_Toc147927949)

[7. DISCOUNTS: 8](#_Toc147927950)

[8. TRADE AGREEMENTS ACT OF 1979, as amended: 8](#_Toc147927951)

[9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: 8](#_Toc147927952)

[10. Small Requirements: 8](#_Toc147927953)

[11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.) 8](#_Toc147927954)

[12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS 8](#_Toc147927955)

[13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: 9](#_Toc147927956)

[14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001) 9](#_Toc147927957)

[15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: 10](#_Toc147927958)

[16. GSA ADVANTAGE! 10](#_Toc147927959)

[17. PURCHASE OF OPEN MARKET ITEMS 11](#_Toc147927960)

[18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS 11](#_Toc147927961)

[19. OVERSEAS ACTIVITIES 11](#_Toc147927962)

[20. BLANKET PURCHASE AGREEMENTS (BPAs) 12](#_Toc147927963)

[21. CONTRACTOR TEAM ARRANGEMENTS 12](#_Toc147927964)

[22. INSTALLATION, DEINSTALLATION, REINSTALLATION 12](#_Toc147927965)

[23. SECTION 508 COMPLIANCE. 12](#_Toc147927966)

[24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES. 12](#_Toc147927967)

[25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5) 13](#_Toc147927968)

[26. SOFTWARE INTEROPERABILITY. 13](#_Toc147927969)

[27. ADVANCE PAYMENTS 13](#_Toc147927970)

[TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S) 13](#_Toc147927971)

[1. SCOPE 14](#_Toc147927972)

[2. PERFORMANCE INCENTIVES 14](#_Toc147927973)

[3. ORDER 14](#_Toc147927974)

[4. PERFORMANCE OF SERVICES 14](#_Toc147927975)

[5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989) 15](#_Toc147927976)

[6. INSPECTION OF SERVICES 15](#_Toc147927977)

[7. RESPONSIBILITIES OF THE CONTRACTOR 15](#_Toc147927978)

[8. RESPONSIBILITIES OF THE ORDERING ACTIVITY 16](#_Toc147927979)

[9. INDEPENDENT CONTRACTOR 16](#_Toc147927980)

[10. ORGANIZATIONAL CONFLICTS OF INTEREST 16](#_Toc147927981)

[11. INVOICES 16](#_Toc147927982)

[12. PAYMENTS 16](#_Toc147927983)

[13. RESUMES 16](#_Toc147927984)

[14. INCIDENTAL SUPPORT COSTS 17](#_Toc147927985)

[15. APPROVAL OF SUBCONTRACTS 17](#_Toc147927986)

16. LABOR CATEGORY DESCRIPTIONS 168

[17. DESCRIPTION OF IT/EC SERVICES AND PRICING 2](#_Toc147927987)1

[TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE, PERPETUAL SOFTWARE, AND SOFTWARE MAINTENANCE (SPECIAL ITEM NUMBER 511210 AND 54151)](#_Toc147927971) 22

SOFTWARE PRICING…………………………………………………………………………………………. 25

[USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS 31](#_Toc147927988)

[PREAMBLE 31](#_Toc147927989)

[COMMITMENT 31](#_Toc147927990)

[BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE 32](#_Toc147927991)

[BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS” 35](#_Toc147927992)

EULA……………………………………………………………………………………………………………….. 35

# INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the 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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

## 1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

[ ] The Geographic Scope of Contract will be domestic and overseas delivery.

[ ] The Geographic Scope of Contract will be overseas delivery only.

[X] 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:

eTelic Inc.  
8300 Paigley Pl, Henrico, VA 23229

Phone: (804) 240-3395 Fax: 866-591-5906

Email: mukul.paithane@etelic.com

Internet: www.etelic.com

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

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

**(804) 240-3395**

## 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. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule   
Block 16: UEI Number: **F1VELQK7SNJ5**  
Block 30: Type of Contractor - – **B. Other Small Business**

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 36: Contractor's Taxpayer Identification Number (TIN): **20-0904255**

4a. CAGE Code: **3U5M9**

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)

54151S\_\_\_\_\_\_\_\_As agreed upon between the Contractor and the Ordering Agency.

511210\_\_\_\_\_\_\_\_As agreed upon between the Contractor and the Ordering Agency.

54151 As agreed upon between the Contractor 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 activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

a. Prompt Payment: 2% - 5 days from receipt of invoice or date of acceptance, whichever is later.  
b. Quantity: NA  
c. Dollar Volume: 5% for orders above $500,000  
d. Government Educational Institutions: Same as all other Government Customers – 5%

e. Other: NA

## 8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

## 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

None

10. Small Requirements:

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

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

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

Special Item Number 54151S – Information Technology (IT) Professional Services

Special Item Number 511210 –Software Licenses

Special Item Number 54151 – Software Maintenance Services

## 12. ORDERING PROCEEDURES 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 Supply Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 16. GSA ADVANTAGE!

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

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

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

## 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

## 19. OVERSEAS ACTIVITIES

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

NONE

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 receive 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.

**23. SECTION 508 COMPLIANCE.**

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

www.etelic.com

The EIT standard can be found at: [www.Section508.gov/](http://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](http://www.core.gov/).

## 27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

## 1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

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

## 2. PERFORMANCE INCENTIVES

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

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

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

## 3. ORDER

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

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

## 4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

## 6. INSPECTION OF SERVICES

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

## 7. RESPONSIBILITIES OF THE CONTRACTOR

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

## 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

## 9. INDEPENDENT CONTRACTOR

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

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries, and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

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

## 12. PAYMENTS

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

## 13. RESUMES

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

## 14. INCIDENTAL SUPPORT COSTS

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

## 15. APPROVAL OF SUBCONTRACTS

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

**16. DESCRIPTION OF IT/EC SERVICES AND PRICING**

#### LABOR CATEGORY DESCRIPTIONS

**POSITION TITLE: Solutions Architect**

General Experience: This position requires a minimum of eight years of information technology

experience. The Solutions Architect has a broad range of information technology experience

including planning, architecture, products, integration scenarios, business process and systems delivery. The Solutions Architect understands the latest industry architecture practices and is able to design and leverage existing solutions. The Solutions Architect is comfortable designing solutions for multiple projects at the same time. He/she will work with Program Managers or Senior Managers responsible for day-to-day project activities and come up innovative technical ways to work schedule constraints with them. Additional experience includes communication with client and project Managers, as well as white paper authoring, presentations on different technologies. The Solutions Architect is used to addressing unstructured problems in an efficient and effective manner.

Responsibility: Understands business and development issues and designs solutions that meet organization’s strategic goals, and yet enable the development time to deliver on time. Evaluates multiple products and their introduction into the organization, presents system architecture to management. Evangelizes new technical ideas and establishes technical task priorities.

Qualifications: A Bachelor s degree (BS/BA) or equivalent and at least ten years of professional work

experience.

**POSITION TITLE: MANAGER**

General Experience: This position requires a minimum of six years of information technology experience.

Experience includes extensive management and direction on client engagements, extensive knowledge of and experience with system development and implementation, development of engagement work plans, and deployment of program criterion. A Manager devises or modifies procedures to solve complex problems, provides guidance and experience on technical solution implementation, engages resources and/or serves as a team leader, performs analyses of client issues, interprets implications of design, and guides software design to meet business needs.

Functional Responsibility: Serves in the role of team leader over assigned support areas, often filling the

position of project team lead and instructing, directing, and monitoring the work of other IT staff. Assumes responsibility for selecting and using appropriate consulting tools and resources for the engagement. Conducts analysis of work plan completeness, prepares status reports and supports quality control practices. Performs analyses of fundamental client issues, assesses appropriate alternatives, and recommends solutions. Communicates client expectations to project team and escalates appropriate issues to senior level project staff. Maintains technical knowledge within industry and service line.

Qualifications: A Bachelor s degree (BS/BA) or higher and at least four years of professional work

experience.

**POSITION TITLE: PROJECT MANAGER**

General Experience: This position requires a minimum of six years of information technology experience.

The Project Manager has a broad range of information technology experience including planning,

architecture, systems delivery, computer operations, and IT management. The Project Manager understands the business benefits of the IT projects for which he/she is responsible and views IT as an enabler of the overarching program. The Project Manager is comfortable overseeing projects, while both driving both their daily operations and their overall place in IT Strategy. He/she will have Senior Managers responsible for day-to-day project activities. Additional experience includes communication with client and Managers, as well as potentially managing multiple projects. The Project Manager is used to addressing unstructured management problems in an efficient and effective manner.

Responsibility: Manages overall program activities and is an advisor to client executives. Works through

Senior Manager and Managers to assume responsibility for overall project delivery. A Project Manager

communicates regularly with the Government Contracting Office (CO) and delegated government

representatives.

Qualifications: A Bachelor s degree (BS/BA) or higher and at least four years of professional work

experience.

**POSITION TITLE: IT CONSULTANT**

General Experience: This position requires a minimum of two years of work experience, with exposure to information technology. Experience includes proficiency with one or more application architectures and

development methodologies, support of program management, exposure to client issues, and development of project deliverables and programming capabilities. A Consultant provides assistance on completing work plan activities, analyzes relevant data and information, and institutes and supports technical solutions. Other experience includes process improvement diagnoses, modeling, documentation, and benchmarking activities.

Responsibility: Serves as a key analytical resource on engagement team. Assumes responsibility for

conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and

methodologies to meet project objectives and complete program management activities. Maintains

responsibility for quality assurance practices and fostering completion and accuracy of system

documentation. Applies programming and data modeling to the problem.

Qualifications: A Bachelor s degree (BS/BA) or equivalent and two years of work experience

**POSITION TITLE: JUNIOR IT CONSULTANT**

General Experience: This position requires a relevant exposure to information technology. Experience includes proficiency with one or more application architectures and development methodologies, support of program management, exposure to client issues, and development of project deliverables and programming capabilities. A Junior Consultant provides assistance on completing work plan activities, analyzes relevant data and information, and institutes and supports technical solutions. Other experience includes process improvement diagnoses, modeling, documentation, and benchmarking activities.

Responsibility: Serves as an analytical resource on engagement team. Assumes responsibility for

conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and

methodologies to meet project objectives and complete program management activities. Maintains

responsibility for quality assurance practices and fostering completion and accuracy of system

documentation. Applies programming and data modeling to the problem.

Qualifications: A Bachelor s degree (BS/BA) or equivalent

**POSITION TITLE: SYSTEMS ANALYST**

General Experience: This position requires the completion of an undergraduate degree in Computer Science, Engineering, Information Systems, or a related discipline. Experience includes support of program management, exposure to information systems design and implementation, and development of

deliverables. A Systems Analyst performs technical and non-technical analyses on project issues, maintains a fundamental understanding of firm and client business practices, performs technical implementations following quality assurance metrics, has programming experience in one or more languages, and is versed in system testing. Other experience includes data warehousing, information systems design and financial modeling.

Responsibility: Serves as information technology resource on engagement team. Analyzes data and systems architecture, creates designs, and implements information systems solutions. Identities client issues and offers end-to-end solutions and approaches. Assists project team in meeting program objectives timely and effectively. Assumes responsibility for process documentation and technical soundness.

Qualifications: A Bachelor s degree (BS/BA) or equivalent

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#### ETELIC LABOR GSA APPROVED PRICING

* Rates include the Industrial Funding Fee of 0.75%.
* Rates are Government Site Rates.
* The prices are from Oct 31 to Oct 30 of next year.

**5 Year Price Escalation at 3% Annually (with IFF included)**

**SIN 54151S - Information Technology Professional Services**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | Oct 31, 2022 - October 30, 2023 | Oct 31, 2023 - October 30, 2024 | Oct 31, 2024 - October 30, 2025 | Oct 31, 2025 - October 30, 2026 | Oct 31, 2026 - October 30, 2027 |
| SIN | Labor Category | Year 1 Approved GSA Price (Inclusive of IFF) | Year 2 Approved GSA Price (Inclusive of IFF) | Year 3 Approved GSA Price (Inclusive of IFF) | Year 4 Approved GSA Price (Inclusive of IFF) | Year 5 Approved GSA Price (Inclusive of IFF) |
| 54151S | Solutions Architect | $202.86 | $208.95 | $215.21 | $221.67 | $228.32 |
| 54151S | Manager | $115.93 | $119.41 | $122.99 | $126.68 | $130.48 |
| 54151S | Project Manager | $115.93 | $119.41 | $122.99 | $126.68 | $130.48 |
| 54151S | IT Consultant | $115.93 | $119.41 | $122.99 | $126.68 | $130.48 |
| 54151S | Junior IT Consultant | $75.36 | $77.61 | $79.94 | $82.34 | $84.81 |
| 54151S | Systems Analyst | $75.36 | $77.61 | $79.94 | $82.34 | $84.81 |
|  | | | | | | |

**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSE (SPECIAL ITEM NUMBER 511210)**

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 post acceptance 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)**

All ETelic, Inc.’s software is subject to the terms and conditions stipulated in the GSA negotiated **Terms of Use** included at the end of this document.

All ETelic, Inc. Maintenance purchased through this contract is subject to the terms and conditions stipulated in the GSA negotiated **Support Agreement** included at the end of this document.

**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.

***ETelic, Inc., Inc.* guarantees to perform all services in a satisfactory workman-like manner as identified under the contract.**

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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 **(804) 240-3395** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available **24x7 (US Citizen / CONUS only.)**

**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined:

**X**  Software Maintenance Services (**SIN –54151**)

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, 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 (SMaaP) is billed at the time of purchase.**

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 (Software Licenses) (SIN 511210)**

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**

N/A

**8. TERM LICENSE CESSATION**

N/A

**9. UTILIZATION LIMITATIONS ‑ (SIN 511210)**

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 511210)**

N/A

**11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

N/A

**12. RIGHT‑TO‑COPY PRICING**

N/A

**SIN 511210 Term Software License**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SIN** | **MFR PART NO** | **PRODUCT NAME** | **PRODUCT DESCRIPTION** | **UOI** | **GSA OFFER PRICE (inclusive of the .75% IFF)** |
| 511210 | TUR-TERM-SVR-1Yr-1Team | Turanto Department Server | Turanto Department Server License (Annual Term, 1 Team) | 1 Team | $27,204.03 |
| 511210 | TUR-TERM-SVR-1Yr-10Team | Turanto Enterprise Server | Turanto Enterprise Server License (Annual Term, 10 Team) | 10 Teams | $113,350.13 |
| 511210 | TUR-TERM-SVR-1Yr-25Team | Turanto Enterprise Server | Turanto Enterprise Server License (Annual Term, 25 Team) | 25 Teams | $226,700.25 |

**SIN 511210 Perpetual Software License and**

**54151 Software Maintenance Services**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SIN** | **MFR PART NO** | **PRODUCT NAME** | **PRODUCT DESCRIPTION** | **UOI** | **GSA OFFER PRICE (inclusive of the .75% IFF)** |
| 511210 | TUR-PERP-SVR-LIC-1Team | Turanto Department Server | Turanto Department Server License (Perpetual, 1 Team) | 1 Team | $81,612.09 |
| 54151 | TUR-PERP-SVR-SUPP-1Team | Turanto Department Server | Turanto Department Server Annual Support & Maintenance | 1 Year | $17,229.22 |
| 511210 | TUR-PERP-SVR-LIC-10Team | Turanto Enterprise Server | Turanto Enterprise Server License (Perpetual, 10 Team) | 10 Teams | $163,727.96 |
| 54151 | TUR-PERP-SVR-SUPP-10Team | Turanto Enterprise Server | Turanto Enterprise Server Annual Support & Maintenance for 10 Team | 10 Teams | $29,722.92 |
| 511210 | TUR-PERP-SVR-LIC-25Team | Turanto Enterprise Server | Turanto Enterprise Server License (Perpetual, 25 Team) | 25 Teams | $362,720.40 |
| 54151 | TUR-PERP-SVR-SUPP-25Team | Turanto Enterprise Server | Turanto Enterprise Server Annual Support & Maintenance for 25 Team | 25 Teams | $72,544.08 |

**END USER LICENSE AGREEMENT**

**TURANTO SOFTWARE LICENSE AGREEMENT**

**Last Revised: Sep 29, 2017**

This License Agreement (“Agreement”) is made between eTelic, Inc., its affiliates, and subsidiaries (collectively “eTelic”), with its principal address at 8300 Paigley Pl, Henrico, VA 23229, and the Customer (as defined below). This Agreement, inclusive of any attached Schedule(s), is effective on the date the Customer signs the Agreement and thereby agrees to the terms of this Agreement (the “Effective Date”).

CUSTOMER UNDERSTANDS THAT, IF THE LICENSE TO THE SOFTWARE WAS PURCHASED FROM AN AUTHORIZED RESELLER OF ETELIC, THAT RESELLER IS NOT ETELIC’S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, STATUTORY OR OTHERWISE, ON ETELIC’S BEHALF OR TO VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

1. **DEFINITIONS:** The following definitions will apply:
   1. “Affiliates” means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.
   2. "Authorized Users" means those employees, agents, consultants and independent contractors of the Customer or Customer’s Affiliates who are authorized by the Customer to use the Software and the Documentation.
   3. “Cause” means any material breach of the terms of the Agreement, including without limitation, Customer’s failure to pay the renewal subscription (or term license fees) Past Due Date.
   4. "Confidential Information" means information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information per the clause in this agreement;
   5. “Customer” means the legal entity or individual that agrees to the terms of this Agreement. The individual who physically signs or electronically agrees to this Agreement represents and warrants that he/she has the legal authority to agree on behalf of the entity he/she represents to the terms and conditions contained herein.
   6. “Derivative Work” means any work derived from the Software or in which the Software is an integrated component, and which derivation was created or developed, at the expense of, or on the initiative of Customer. Derivative Works may include but are not limited to software applications, cloud-based (Software as a Service) applications, mobile applications, or online portals or websites that integrate with the Software.
   7. “Documentation” means any written materials supplied by eTelic, either in print or digital format, to be used in conjunction with the Software for purposes including, but not limited to, installation, training, and demonstration of the Software.
   8. "Employee" shall mean any employee of the customer or an individual independent contractor using the Software in the course of performing Services on behalf of customer and for whom customer remains responsible.
   9. “Generated Application" means the software applications created with Turanto.
   10. “Modeler": An authorized user/person logging into Turanto to create a model. "Team”: A group of modelers that work together and can see and modify each other's models in Turanto. Team size can vary but is smaller than twenty-five.
   11. "Team”: A group of modelers that work together and can see and modify each other's models in Turanto. Team size can vary but is smaller than twenty-five.
   12. “Software” means Turanto Software, in Source Code and Object Code, including, as applicable, executable, and non-executable application files that Customer may download or receive on electronic media.
   13. “Software Update Release” means an embodiment of the Software that delivers minor performance improvements or enhancements of existing features and/or functionality to the Software.
   14. “Software Upgrade Release” means an embodiment of the Software that delivers substantial performance improvements, architectural changes, or new features and/or functionality to the Software, for which eTelic may charge a separate license fee.
   15. “Support Services” means the services provided by eTelic including Software support and maintenance and Software Update Releases and for which Customer pays a separate annual support fee.
   16. “Third Party” means any person or organization who is not an employee, representative, consultant, contractor, agent, or other person expressly designated by Customer to conduct business on Customer’s behalf.
2. **LIMITED LICENSE:**
   1. Subject to Customer’s compliance with the terms and restrictions contained herein, Customer is entitled to use this Software for Customer’s own internal business use, but may not sell, transfer, rent, or sub-license the Software, Documentation, or Derivative Work to any Third Party in any way.
   2. Customer may use one copy (instance) of the Software on a single server or single web farm environment for production purposes and one copy of the Software on a single server or single web farm environment for testing purposes. Customer may use additional copies of the Software on additional servers or web farm environments only if agreed to in writing by eTelic and only if all applicable license fees have been paid.
3. **LICENSE PURCHASE:** Customer has agreed to purchase the number of software licenses as specified through a purchase order or contract agreement (“Purchase Order”). Customer has further agreed to pay all fees specified thereon within agreed upon days from the date of such purchase order.
4. **OWNERSHIP; COPYRIGHT:** Title to the Software and the Documentation, including Derivative Works thereof, and patents, copyrights, and all other property rights applicable thereto, shall at all times remain solely and exclusively with eTelic, and Customer shall not take any action inconsistent with such title. The Software and the Documentation are protected by United States and international laws, rules, regulations, and treaty provisions. Any rights not expressly granted herein are reserved by eTelic.
5. **GRANTS OF RIGHTS TO USES:** Customer may not license, sublicense, rent, resell, lease, or otherwise supply the Software, Documentation or Derivative Works for use in, or for the benefit of, any Third Party, without the prior written consent of eTelic. Customer may not modify, enhance, supplement, adapt, translate, reverse engineer, decompile, disassemble, or otherwise reduce the Software to human readable form. Customer will not use or access the Software to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions, or graphics of the Software, (iii) make Derivative Works based upon the Software, except for Customer’s own internal business use (iv) copy any features, functions, or graphics of the Software. Use, resale, or exploitation of the Software except as expressly permitted in this Agreement is prohibited.
6. **SUPPORT SERVICES:** As part of the Services, eTelic will provide Customer with Help Documentation and other online resources (online chat, email support) to assist Customer in its use of the software. eTelic also offers additional support Services (purchased separately ) as provisioned in terms of support agreement with the customer.

6.1. eTelic will make commercially reasonable efforts to respond to support request within 2 business days.

6.2. Subject to Customer’s applicable security requirements, customer will provide eTelic with access to and use of all information and system facilities determined necessary by eTelic to provide timely Support Services pursuant to this Agreement.

6.3. **Exclusions:** eTelic shall have no obligation to support:

6.3.1. Altered, damaged or Customer-modified Software, or any portion of the Software incorporated with or into any other software or product;

6.3.2. Any version of the Software other than the current version of the Software or immediately Previous Sequential Release;

6.3.3. Software incidents caused by Customer’s negligence, abuse, misapplication, or use of the Software other than as specified in the Documentation, or other problems beyond the reasonable control of eTelic; or Software installed on any hardware, operating system version or network environment that is not supported by eTelic;

1. **SOFTWARE TRAINING:** For customers needing additional services or Training that fall outside the scope of support services, Customer may please contact eTelic for more information and pricing.
2. **TURANTO SOURCE CODE AND SOFTWARE PACKAGE:** TURANTO Software Source code is NOT available as part of this agreement. Turanto creates Software Application from the provided model, and that source code is available and covered by this agreement.
3. **GENERATED APPLICATION SOURCE CODE:** The Turanto Software may in the course of your use create source code for software applications that are not part of the Software (“Generated Code”). This Generated Code is a derivative work based on portions of the Software. When you use the Software under a valid License, you are granted a non-exclusive right to use and modify the Generated Code created thereby. The Generated Code cannot be shared outside the Customer organization.
4. **CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS:** Customer acknowledges and agrees that the Software and associated Documentation constitute valuable proprietary and confidential information and intellectual property (collectively, the “Proprietary Information”) of eTelic and its licensors. Customer may not use or disclose the Proprietary Information without eTelic’s prior written consent, except disclosure in accordance with law or court order and disclosure to and subsequent uses by Customer’s employees and contractors who have a need-to-know, provided such employees and contractors have executed written agreements restricting use or disclosure of Proprietary Information that are at least as protective as those set forth in this Agreement. Customer agrees to use at least the same degree of care in protecting the Proprietary Information as Customer uses to protect Customer’s own similar information, but in no event less than reasonable care. Customer shall not use any information or data disclosed by eTelic in connection with this Agreement to contest the validity of any eTelic intellectual property. Any such use of eTelic information and data shall constitute a material, non-curable breach of this Agreement.
5. **LIMITED WARRANTY:** eTelic warrants for a period specified in the purchase order/contract agreement that the Software will perform substantially in accordance the Documentation. Customer must report a breach of the foregoing warranty during the warranty period. In the event of breach of this limited warranty, eTelic will use commercially reasonable efforts to repair the Software or replace it with software of substantially similar functionality. This limited warranty: (i) applies to the initial purchaser only and may be acted upon only by the initial purchaser; and (ii) does not apply to any patch, update, upgrade, modification, or other enhancement provided by eTelic under a separate maintenance agreement with respect to the Software or the Documentation provided by eTelic which are provided on an AS IS BASIS ONLY. eTelic does not warrant that the Software will meet Customer’s specific requirements or that operation of the Software will be uninterrupted or error-free. eTelic is not responsible for any problem, including any problem which would otherwise be a breach of warranty, caused by (i) modifications to the Software by parties other than eTelic, (ii) changes in the operating characteristics of computer hardware or computer operating systems, (iii) interaction of the Software with hardware or software not supplied or approved by eTelic, or (iv) accident, abuse, virus or misapplication.

EXCEPT AS STATED ABOVE, ETELIC AND ITS LICENSORS MAKE NO OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THIS SOFTWARE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THIS SECTION SETS FORTH ETELIC’S SOLE LIABILITY AND CUSTOMER’S SOLE REMEDY FOR BREACH OF THE LIMITED WARRANTY

**LIMITATION OF LIABILITY:** IN NO EVENT WILL ETELIC’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF FEES PAYABLE TO ETELIC PURSUANT TO THIS AGREEMENT (INCLUDING FEES BOTH PAID AND DUE) AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY; AND (ii) IN NO EVENT WILL ETELIC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE;

(C) EVEN IF ETELIC IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this section, eTelic’s liability will be limited to the maximum extent permissible. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Etelic’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

1. **TERMINATION:** Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor 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.
2. In case of termination, Customer must destroy all copies of the Software and Documentation and all of its component parts.
3. **ASSIGNMENT AND TRANSFER:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the other’s express written consent. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
4. **GOVERNING LAW:** This Agreement shall be governed by the Federal laws of the United States, excluding conflicts of law provisions.
5. **FORCE MAJEURE:** Neither party shall be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the reasonable control of such party, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, war, global or regional Internet outages, power failures, any acts or omissions of any government or governmental authority, declarations of government, or transportation delays.
6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between eTelic and Customer with respect to subject matter hereof. Any change to this Agreement must be in writing, signed by eTelic and Customer. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement or the purchase order or contract, shall not become part of this Agreement unless specifically accepted by Customer and eTelic in writing. This Agreement shall not supersede the terms of the GSA Schedule Contract.
7. **AMENDMENT.** This Agreement may not be modified except (i) by authorized representatives of each party and (ii) in a written contract signed by both parties.
8. **QUESTIONS?**

IF YOU HAVE QUESTIONS REGARDING THESE TERMS OF USE OR WISH TO OBTAIN ADDITIONAL INFORMATION CONTACT US AT:

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eTelic Inc.

8300 Paigley Pl, Henrico, VA 23229 Tel: 804-240-3395

[contact@etelic.com](mailto:contact@etelic.com)

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

**PREAMBLE**

**eTelic Inc.** 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 ensure 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 **Mr. Mukul Paithane, President, Phone: (804) 240-3395 , E-mail: mukul.paithane@etelic.com, Fax: (866)591.5906**

**BEST VALUE BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_\_\_\_\_\_\_\_.

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

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

Signatures

Ordering Activity Date Contractor Date

BPA NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

(2) Delivery:

DESTINATION DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(4) This BPA does not obligate any funds.

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

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

OFFICE POINT OF CONTACT

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

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

(h) Date of Shipment.

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

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

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**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 an ordering activity requirements.

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

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

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

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

Here is a general outline on how it works:

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