

Education Management Solutions, LLC

Multiple Award Schedule

FSC Group: Information Technology

Authorized Federal Supply Schedule Price List

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 GSA Advantage!®, a menu-driven database system. The INTERNET address for GSA Advantage!® is:
<http://www.gsaadvantage.gov>.

Contract Number: GS-35F-227BA

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

Contract Period:

February 19, 2019 through February 18, 2024 (Option I)
Pricelist current through MOD #PO-0050
Pricelist current - Effective Date: July 19, 2019

Contractor

Education Management Solutions LLC

436 Creamery Way, Suite 300
Exton, PA 19341-2556

Phone Number: 610-701-7002/318

Fax Number: 484-653-1070

govt@SIMULATIONiQ.com

<http://www.SIMULATIONiQ.com>

For more information, please contact:

Sharada Singh – Chief Operating Officer
610-701-7002/214

Email: Sharada.Singh@SIMULATIONiQ.com

Business Size:

Small, Disadvantaged Minority,
Woman-owned Business

Table of Contents

Section	Page
Customer Information.....	3 - 6
EMS Advantage	7
EMS Multiple Award Schedule Price List.....	8
EMS Multiple Award Schedule Labor Category Descriptions	11
EMS Multiple Award Schedule Terms and Conditions per SIN(s).....	15

Customer Information

1. Table of awarded Special Item Numbers (SINs):

Contract #	SIN	Description
GS-35F-227BA	33411	Purchasing of New Electronic Equipment
GS-35F-227BA	811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
GS-35F-227BA	511210	Software Licenses
GS-35F-227BA	54151	Software Maintenance Services
GS-35F-227BA	611420	Information Technology Training
GS-35F-227BA	54151S	IT Professional Services
GS-35F-227BA	OLM	Order-Level Materials

2. Maximum Order:

SINs 611420 and OLM: \$250,000
All Other SINs: \$500,000.00

3. Minimum Order:

\$100.00

4. Geographic Coverage (Delivery Area):

The Geographic Scope of this Contract is domestic delivery only.

5. Point of Production:

Education Management Solutions, LLC
436 Creamery Way, Suite 300
Exton, PA 19341

6. Discount from List Prices:

Prices listed are net, discounts have been deducted
3.5% off Best/Lowest Rate/Price granted to the BOA customer classes

7. Quantity discounts:

Additional discounts are provided at the following dollar volumes for a single order:

Single orders of \$1.0 Million + = A total of 7% off of list price

Single orders between \$500,000- \$999,999 = A total of 5% off of list price

Single orders between \$250,000- \$499,999 = A total of 4% off of list price

Contact Education Management Solutions, LLC for details.

8. Prompt Payment Terms:

1% Net 20 Days (Option I)

9.a Government Purchase Cards are accepted at or below the micro-purchase threshold.

- 9 b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**
- 10. FOREIGN ITEMS:** Not Applicable
- 11a. TIME OF DELIVERY:**
SIN 33411 – 90 days
SIN 811212 – As Negotiated
SIN 511210 and 54151 – 30 days
SIN 611420 and 54151s – As Negotiated
- 11b. EXPEDITED DELIVERY:**
As negotiated between contractor and ordering activity
- 11c. OVERNIGHT AND 2-DAY DELIVERY:**
Overnight and 2-day delivery is available. Contact the Contractor for rates.
- 11d. URGENT REQUIRMENTS:**
Agencies can contact the Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. FOB POINT:** Destination
- 13a. Ordering Address:**
Education Management Solutions, LLC
Attention: Finance and Administration*
436 Creamery Way, Suite 300
Exton, PA 19341-2556
610-701-7002 phone
484-653-1070 facsimile
Sharada.singh@simulationiq.com or GOVT@SIMULATIONIQ.com
*Please mail to the attention of the Contract Administrator identified in the task order proposal.
- 13b. Ordering Procedures:**
For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14. Payment Addresses are as Follows:**
Payment via Check/U.S. Mail
Education Management Solutions LLC
436 Creamery Way, Suite 300
Exton, PA 19341-2556
- 15. Warranty Provision:**
Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.
- 16. Export Packing Charges:**
Not applicable, or as negotiated per standard commercial policies.

17. **Terms and Conditions of Government Purchase Card Acceptance:**
Not applicable.
18. **Terms and Conditions of Rental, Maintenance, and Repair:**
As Negotiated under SIN 811212.
19. **Terms and Conditions of Installation:**
Some equipment is self-installable. If you require further assistance, please refer to the services available on EMS's Pricelist under SINs 54151 and 54151S.
20. **Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices:**
Not applicable.
- 20a. **Terms and Conditions for Any Other Services:**
Not applicable.
21. **List of Service and Distribution Points:**
Not applicable.
22. **List of Participating Dealers:**
Not applicable.
23. **Preventive Maintenance:**
Not applicable.
- 24a. **Special Attributes such As Environmental Attributes:**
Not applicable.
- 24b. **Section 508:**
Compliant
25. **Data Universal Numbering System (DUNS) Number:**
928985985
26. **System for Award Management (SAM) Database:**
Education Management Solutions, LLC has an active registration in the SAM database.

NOTE: Specific terms and conditions for applicable SINs

All Special Item Numbers (SINs) are awarded under Cooperative Purchasing (State and Local Government), American Recovery and Reinvestment Act.

Education Management Solutions, LLC agrees to voluntarily participate in the Recovery Purchasing.

SPECIAL ITEM NUMBER 33411 – PURCHASING OF NEW ELECTRONIC EQUIPMENT

FSC/PSC Class 5830 INTERCOMM PUBLIC ADDRESS SYS EX AIR
FSC/PSC Class 5895 MISC COMMUNICATION EQ
FSC/PSC Class 5995 CABLE CORD WIRE ASSEMBLY - COMM EQ

FSC/PSC Class 6145 WIRE AND CABLE, ELECTRICAL
FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION
FSC/PSC Class N070 INSTALL OF ADP EQ & SUPPLIES

SPECIAL ITEM NUMBER 811212 – MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

FSC/PSC CLASS J070 – MAINTENANCE AND REPAIR SERVICE (Repair Parts/Spare Parts)
FSC/PSC CLASS J058 – Maintenance and Repair of Communication Equipment

SPECIAL ITEM NUMBER 511210 – SOFTWARE LICENSES

FSC/PSC Class 7030 ADP SOFTWARE
FSC/PSC Class 7030 ADP SOFTWARE

SPECIAL ITEM NUMBER 54151 – SOFTWARE MAINTENANCE SERVICES

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/ SOFTWARE/ SUPPLIES/ SUPPORT EQUIPMENT

SPECIAL ITEM NUMBER 611420 – INFORMATION TECHNOLOGY TRAINING

FPDS Code U012

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC Class D308 PROGRAMMING SERVICES
FSC/PSC Class D311 ADP DATA CONVERSION SERVICES
FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS

EMS Advantage

Education Management Solutions, LLC (EMS) is the industry leader in providing a comprehensive solution for clinical skills and simulation centers. EMS was the first provider to develop and introduce an integrated software and digital audio-video recording system that creates the optimal solution for teaching, training and evaluation for medical academia. Since introducing our solutions to the market, we have continued to devote our resources to building on its solid foundation and as a result, remain the only provider with the technology to position our clients' centers to be the next generation in simulation and standardized patient based education and assessment.

All facets of the EMS organization from pre-sales, installation, training and customer support are client focused to ensure successful implementations that lead to long term relationship with our clients. EMS has installed over 200 systems for both clinical skills and simulation centers at leading allied health institutions worldwide including:

- Naval Medical Center San Diego
- Martin Army Community Hospital
- Wilford Hall Air Force Medical Center
- Madigan Army Medical Center
- VHA SimLEARN (The Simulation Learning, Education and Research Network)
- Jesse Brown VA Medical Center
- Fayetteville VA Medical Center
- Portland VA Medical Center
- East Orange VA Medical Center
- Richmond McGuire VA Medical Center
- National Board of Osteopathic Medical Examiners, Inc. (NBOME)
- University of South Florida CAMLS Training Center
- Johns Hopkins University
- Florida State University College of Medicine
- Villanova University College of Nursing
- Texas Tech University
- Massachusetts General Hospital
- Drexel University College of Nursing & Health Professions / Drexel University College of Medicine
- University of Texas Health Science Center at San Antonio
- University of Colorado's Center for Advancing Professional Excellence
- University of North Texas Health Science Center
- Northwell Health
- Thomas Jefferson University's Jefferson Medical College
- Texas A&M Health Science Center
- National University of Singapore
- Saudi Commission for Healthcare Specialties

➤ **EMS Multiple Award Schedule PRICE LIST**

SIN	MFR PART NO	GSA Price
511210	EMS-SIMiQ-SIM-C	\$9,722.92
511210	EMS-SIMiQ-SIM-C2	\$3,889.17
511210	EMS-SIMiQ E-SIM	\$7,292.19
511210	EMS-SimScenarios	\$48.61
511210	EMS SSO	\$7,292.19
511210	EMS VIEWER	\$777.83
511210	EMS BACKUP	\$68.06
511210	EMS SIMiQ E WL	\$8,750.63
511210	EMS-SIMiQ-EHR	\$9,236.78
511210	EMS-SIMiQ - COUN-Enterprise	\$41,322.42
511210	EMS-TotalCAREiQ Gold-SW	17.00%
511210	EMS-TotalCAREiQ Silver-SW	13.00%
511210	EMS-TotalCAREiQ Platinum-SW	20.00%
54151	EMS-INSTL	\$7,243.58
54151	EMS-PINSTL	\$3,403.02
54151	EMS-RINSTL	\$145.84
54151	EMS-CUST	\$145.84
54151	EMS Migration	\$19,445.84
54151	EMS LDAP Integration	\$7,292.19
611420	EMS-TRNG	\$3,597.48
611420	EMS-TRNG-HQ	\$1,458.44
54151S	Program Manager	\$99.85
54151S	Design Engineer	\$119.56
54151S	Project Manager	\$119.56
54151S	Senior Programmer	\$184.74
54151S	Junior Programmer	\$97.23
54151S	Senior Network Administrator	\$97.23
54151S	Junior Network Administrator	\$72.92
54151S	Tech Writer/Documentation Specialist	\$55.92
54151S	Implementation Specialist I	\$31.78
54151S	Technical Trainer	\$86.89
54151S	Audio Visual Designer	\$55.59
54151S	Audio Visual Programmer	\$189.72
54151S	Subject Matter Expert	\$207.70
54151S	Implementation Specialist II	\$121.54

54151S	Installation Technician III	\$145.84
54151S	Project Engineer	\$145.84
54151S	Senior Project Manager	\$145.84
811212	EMS-TotalCAREiQ Gold-HW	17.00%
811212	EMS-TotalCAREiQ Silver-HW	13.00%
811212	EMS-TotalCAREiQ Platinum-HW	20.00%
33411	EMS-SIMiQ P-150	\$3,403.02
33411	EMS-SIMiQ E-AV-8	\$12,812.87
33411	EMS-SIMiQ E-AV-2	\$23,254.31
33411	EMS-SIMiQ E-AV-IP-8	\$11,516.80
33411	EMS-SIMiQ E-AV-IP-2	\$22,244.10
33411	EMS-SIMiQ E-DB	\$6,631.03
33411	EMS-SIMiQ E-Video WD	\$9,849.32
33411	EMS-SIMiQ E-MVP	\$1,925.14
33411	EMS-SIMiQ E-MV-D-A-Quad	\$2,498.79
33411	EMS-SIMiQ E-MV-D-A-Dual	\$1,716.10
33411	EMS-SIMiQ E-AP2	\$4,429.76
33411	EMS-SIMiQ E-AP8	\$1,210.50
33411	EMS-SIMiQ E-SM2	\$2,931.46
33411	EMS-SIMiQ E-SM4	\$3,529.42
33411	EMS-SIMiQ E-DVD R2	\$13,665.57
33411	EMS-SIMiQ E-DVD R8	\$6,817.71
33411	EMS-SIMiQ E-DW IP32	\$6,922.72
33411	EMS-SIMiQ E-DW IP46	\$7,510.96
33411	EMS-SIMiQ - COUN-Cloud	\$29,168.77
33411	EMS VIEWER-Debriefing-PC	\$1,774.43
33411	EMS VIEWER-Student PE-PC	\$1,774.43
33411	EMS VIEWER-SP Checklist-PC	\$1,774.43
33411	EMS VIEWER-Control Station-PC	\$1,774.43
33411	EMS VIEWER-Observation Station-PC	\$1,774.43
33411	EMS SIMiQ E FNS	\$491.01
33411	EMS-SIMiQ E-IPC	\$1,434.13
33411	EMS-SIMiQ E-C	\$2,041.81
33411	EMS-SIMiQ E-M Dir	\$379.19
33411	EMS-SIMiQ E-M Std	\$286.83
33411	EMS-SIMiQ E-CRSS - S	\$1,210.50
33411	EMS-SIMiQ E-CRSS - M	\$2,245.99
33411	EMS-SIMiQ E-CRSS - L	\$3,281.49
33411	EMS-SIMiQ E-DRS - IP	\$5,465.25

33411	EMS-SIMiQ E-DRS	\$6,991.75
33411	EMS-SIMiQ E-MS-E	\$15,347.63
33411	EMS-SIMiQ E-MS-G	\$19,659.75
33411	EMS-SIMiQ E-MS-C	\$21,346.68
33411	EMS-SIMiQ E-sqIS-E	\$11,264.01
33411	EMS-SIMiQ E-sqIS-G	\$15,576.12
33411	EMS-SIMiQ E-sqIS-C	\$17,263.05
33411	EMS-SIMiQ E-iisS	\$9,591.66
33411	EMS-SIMiQ E-SI	\$4,103.07
33411	EMS-SIMiQ E-DR	\$6,631.03
33411	EMS-SIMiQ E-DVCS	\$11,599.45
33411	EMS-SIMiQ E-MultiVP	\$3,665.54
33411	EMS-SIMiQ E-MultiVP - IP	\$6,922.72
33411	EMS-SimiQ-Stmt-IP-2	\$3,748.19
33411	EMS-SimiQ-Stmt-IP-4	\$5,075.37
33411	EMS-SimiQ-FxIP-Cam-AO	\$1,137.58
33411	EMS-SimiQ-IP720-Cam-AO	\$1,429.27
33411	EMS-SimiQ-IP1080-Cam-AO	\$2,440.45
33411	EMS-SimiQ-StrmHP-AO	\$145.84
33411	EMS-SimiQ-PGING	\$3,889.17
33411	EMS-SimiQ-PGINGSPK-AO	\$87.51
33411	EMS-SIMiQ - Mobile	\$10,690.35
33411	EMS-SimiQ-Portable	\$17,010.25
33411	EMS-SIMiQ-Portable-R	\$38,891.69
33411	EMS-SIMiQ- Mobile W	\$2,916.88
33411	EMS-SimiQ-One Room	\$17,982.54

EMS Multiple Award Schedule LABOR CATEGORIES

Labor Category: Program Manager

Functional Responsibilities: Responsible for the overall completion of a program which may include coordinating several projects into one overarching Program. Lending expertise to client and project teams and task forces. Keeping the requirements of the client on task by managing across programs and addressing issues as being appropriate.

Minimum Education: Bachelor's degree

Minimum Years of Experience: 8 years of Program Management relevant experience

Labor Category: Design Engineer

Functional Responsibilities: This position will assist the Sales Team in selling all EMS products and services, and design solutions for EMS client projects. Will construct technical bid responses, support customer proposal negotiations, and respond to functional elements of RFI's /FRIs.

Minimum Education: Bachelor's degree

Minimum Years of Experience: Minimum of 3 years of experience in computer software, computer networking, and hardware or related fields, or equivalent education and experience

Labor Category: Project Manager

Functional Responsibilities: The role of the project manager is to plan, manage, execute and finalize customer installation projects according to strict deadlines and within budget. This includes acquiring resources and coordinating the efforts of EMS team members, customer and third-party contractors or consultants in order to deliver projects according to plan. The project Manager will also define the project's objectives and oversee quality control thought its life cycle.

Minimum Education: Bachelor's degree in engineering, or business-related majors

Minimum Years of Experience: 3-5 years of direct work experience in a project management capacity, including all aspects of process development and project execution

Labor Category: Senior Programmer

Functional Responsibilities: The Senior Programmer will participate in requirement gathering, requirement detailed design, UI design, coding and testing software using Microsoft technologies. The Senior Programmer will design/develop new applications as well as support existing applications in order to meet EMS' quality standards. Other duties include managing, tracking performance, mentoring and code review of other junior developers.

Minimum Education: Computer related Master's degree

Minimum Years of Experience: 8 to 12 Years of Software Development experience

Labor Category: Junior Programmer

Functional Responsibilities: The Junior Programmer will develop code and test software as architected and designed by development staff. The Junior Programmer will develop new applications as well as support existing applications in order to meet EMS' quality standards

Minimum Education: BS in Computer Science

Minimum Years of Experience: 1-3 Years of Software Development experience

Labor Category: Senior Network Administrator

Functional Responsibilities: Senior Network Administrator provides design, hardware recommendation, installation, maintenance and support of computer communications networks. The engineer will work internally as part of organization' IT support team and externally supervise the design and implementation of networking solutions for the organization' clients. At time, the engineer will supervise and train other members of the IT team.

Minimum Education: IT based degree with 4 years of experience with network hardware installation

Minimum Years of Experience: Minimum 4 years of experience in creating and managing networks

Labor Category: Junior Network Administrator

Functional Responsibilities: Provides installation, maintenance and support of computer communications networks. The Junior Network Administrator will work internally, part of organization's IT support team and externally to provide networking solutions for the organization's clients.

Minimum Education: Microsoft Certifications - MCDST or MCSA

Minimum Years of Experience: Minimum 2 years of experience with computer hardware installation and repair

Labor Category: Technical Writer/Documentation Specialist

Functional Responsibilities: The Technical Writer will write, edit, index or revise a variety of technical, user documentation such as articles, reports, brochures, and/or manuals for a wide range of uses. Collaborate with programmers, engineers, and/or product management during design phase to gain an understanding of the product.

Minimum Education: Bachelor's degree

Minimum Years of Experience: Minimum 2 years of experience in technical writing for a software company

Labor Category: Implementation Specialist I

Functional Responsibilities: The Implementation Specialist I is responsible for A/V project designs at the client site under the direction of the Implementation Specialist III and Project Manager. The Implementation Specialist I must work closely with Project Managers, Client Support, Engineering, Training, and the Clients to ensure the EMS installed systems maintain the highest quality and maximize customer satisfaction.

Minimum Education: High School

Minimum Years of Experience: 1-3 years related experience in Audio-Visual systems installation in commercial and/or residential environments

Labor Category: Technical Trainer

Functional Responsibilities: The Technical Trainer will analyze training requirements, plan, coordinate and deliver application training to our clients. Training will be conducted at the client site, remotely and at the Company's headquarters. The trainer will create and maintain user guides and training materials and will analyze and adapt the training curriculum as needed.

Minimum Education: College Degree Required

Minimum Years of Experience: Minimum 2 years of software training experience

Labor Category: Audio Visual Designer

Functional Responsibilities: The A/V Designer is responsible for A/V and IT project designs which will meet client objectives in a cost-effective manner, supported by the EMS software application architecture. The A/V Designer must have a strong desire to leverage their technical skills, their communication skills and teamwork with other departments. They must work closely with Sales Engineers, Project Managers, Client Support, and Installation personnel to follow designs through to completion.

Minimum Education: BSEE or relevant degree preferred

Minimum Years of Experience: 2-5 years of experience in Audio-Visual systems design with commercial A/V components

Labor Category: Audio Visual Programmer

Functional Responsibilities: The AV Programmer will have experience in programming Crestron and/or AMX Control Systems. The AV Programmer will have a strong background in integrating AV and IT Systems. Will have experience reading wiring diagrams and system design drawings. The programmer will have experience in Graphical User Interface and general graphic design skills and experience in Audio Visual systems design and installation.

Minimum Education: Bachelor's degree and Crestron and/or AMX certification

Minimum Years of Experience: 3 years of programming experience and experience working in the field implementing large AV and IT projects

Labor Category: Subject Matter Expert

Functional Responsibilities: The Subject Matter Expert will analyze the client's requirements, plan, coordinate and deliver applicable content and training to clients and other previously defined stake holders. The SME will help define best practices in the particular field of expertise and direct the successful implementation of the subject matter.

Minimum Education: Bachelor's degree

Minimum Years of Experience: 5 years of experience in technology based training and clinical education.

Labor Category: Implementation Specialist II

Functional Responsibilities: The role of the Implementation Specialist II is to install and test the installation of projects according to training and the instruction of the Project Manager or Implementation Specialist III. The Implementation Specialist II will work with the EMS team and Client to complete the installation according to the Statement of Work. The Implementation Specialist II will work with the Project Manager to ensure quality and timely delivery of the project. The Installation Technician will have full knowledge and awareness of the project, be able to read architectural drawings and perform a test plan.

Minimum Education: Bachelor's degree preferred, but not required, CTS Certification.

Minimum Years of Experience: 3 years of experience in AV installation. Experience in simulation environments or clinical education preferred.

Labor Category: Installation Technician III

Functional Responsibilities: The role of the Implementation Specialist III is to manage the installation of projects in the absence of the Project Manager. The Implementation Specialist III will maintain a good working relationship with the client for all on-site communication in lieu of the Project Manager. The Implementation Specialist III will work with the EMS team and Client to ensure quality and timely delivery of the project. The Implementation Specialist III will have full knowledge and awareness of the project, be able to read architectural drawings, provide direction to Installation Technician IIs, inspect for quality installation of the AV and able to run and document a complete test plan.

Minimum Education: Bachelor's degree preferred, but not required, CTS Certification and CTS-I Certification.

Minimum Years of Experience: 5 years of experience in AV installation and/or IT integration. Experience in simulation environments or clinical education preferred.

Labor Category: Project Engineer

Functional Responsibilities: This the role of the Project Engineer is to provide the detailed hardware and software plan based on the functionality and work flow requirements of the customer as stated in the Statement of Work. The Project Engineer prepare the drawings, bill of materials, configuration, and AV programming for the project. The Project Engineer works closely with Project team to ensure that the project is designed to the Statement of Work and Purchase Order.

Minimum Education: Bachelor's degree in Engineering, CTS Certification, CTS-I Certification, Project Management Training, and Biamp Training

Minimum Years of Experience: 3 years of experience in computer hardware and/or software configuration and programming, computer networking design, and AV installation or related experience.

Labor Category: Senior Project Manager

Functional Responsibilities: The role of the Senior Project Manager is to plan, manage, execute and finalize customer installation of complex projects according to strict deadlines and within budget. This includes acquiring resources and coordinating the efforts of EMS team members, customer and third-party contractors or consultants in order to deliver projects according to plan. The Senior Project Manager will also define the project's objectives and oversee quality control thought its life cycle.

Minimum Education: Bachelor's degree in engineering, or business related majors. CTS Certification. Project Management Professional Certification.

Minimum Years of Experience: 5 years of direct work experience in a project management capacity, including all aspects of process development and project execution.

* Education Substitutions:

5 years of direct related experience may be substituted for a Bachelor's Degree

8 years of direct related experience may be substituted for a Master's Degree

EMS Multiple Award Schedule

TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT

(SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: Some equipment is self-installable. If you require further assistance please refer to the services available on EMS's Pricelist under SINs 54151 and 54151S.
- b. **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 apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 33411 or SIN 33411REF.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this 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.
- 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.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:
Education Management Solutions, LLC
436 Creamery Way, Suite 300
Exton, PA 19341

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

(SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a 75-mile radius of the Contractor's service points. If any additional charge is to apply it will be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:
436 Creamery Way, Suite 300 Exton PA 19341

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. 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.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the

subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132- 12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

- a. **The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses** as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

- b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

- c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

- d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

- e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range Discounts	
_____ Units	_____%
_____ Units	_____%
_____ Units	_____%

9. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more

machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

- i When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- ii The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed. AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

- i If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- ii When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge

for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES AND

REGULAR	AFTER	SUNDAYS	MINIMUM	HOURS	HOURS	HOLIDAYS
LOCATION	CHARGE*	PER HOUR**	PER HOUR**	PER HOUR		
CONTRACTOR'S SHOP	_____	_____	_____	_____		
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____		
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____		

*MINIMUM CHARGES INCLUDE _____ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the

equipment_manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated ___, at a discount of ___% from such listed prices. Refer to the awarded cost for hardware maintenance. The most current EMS pricelist is applicable, awarded percentages will apply.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of one year.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted as per the manufacturer's warranty.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) 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.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151)

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)

The Contractor's EULA has been approved by the General Services Administration and incorporated as part of this contract.

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.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a technical support hot line number 1-877-367-5050 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 am to 5:00 pm local time.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:
 - 1. Software Maintenance as a Product (SMaaP) (SIN 511210)
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 is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

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

6. PERIODS OF SOFTWARE LICENSES (SIN 511210) AND SOFTWARE MAINTENANCE SERVICES (SIN 54151)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser 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 maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Contractor does not offer conversion from term license to perpetual license.

8. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)

- 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.

(6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying

intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

9. SOFTWARE CONVERSIONS - (SIN 511210 AND SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor does not offer right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING
(SPECIAL ITEM NUMBER 611420)**

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

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

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered: N/A
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) is governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

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

Education Management Solutions, LLC is not providing training with equipment and/or software provided under this contract, free of charge.

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS 2 COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I 2 OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- ### a.
- The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- ### b.
- The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- 1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13.RESUMES

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

14.INCIDENTAL SUPPORT COSTS

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

15.APPROVAL OF SUBCONTRACTS

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

16.DESCRPTION OF IT PROFESSIONAL SERVICES

IT Professional Services descriptions are included above.