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Authorized Information Technology Schedule Pricelist

Special Item Number (SIN):

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Codes: D301, D302, D306, D307, D308, D310, D311, D316, D317, D399

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 0, dated March 25, 2009.

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 Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

ACS Education Solutions, LLC
12410 Milestone Center Dr.
Suite 600
Germantown, MD 20876

Attn: Chavaughn Stith
Phone: 203.378.2631
Email: Chavaughn.stith@acs-inc.com

Contract Number: GS-35F-0325V
Period Covered by Contract: March 25, 2009
to March 24, 2014

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Information for Ordering Activities Applicable to All Special Item Numbers

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

The Geographic Scope of Contract will be overseas delivery only.

The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information:

ACS Education Solutions, LLC
12410 Milestone Center Drive, Suite 600
Germantown, MD 20876

ACS Education Solutions, LLC
1800 M. St, NW, Suite 800
Washington, DC 20036

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:

Phone: 202.378.2631

Fax: 202.378.1804

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.

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4. Statical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 132218822

Block 30: Type of Contractor: Large Business

Block 31: Woman-Owned Small Business: No

Block 36: Contractor's Taxpayer Identification Number (TIN): 061692503

CAGE Code: 3FXE1

ACS has registered with the Central Contractor Registration Database.

5. FOB Origin

1800 M. St, NW
Washington, DC 20036

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: 132-51

Delivery Time (Days ARO): *as agreed to with customer

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.

Prompt Payment: NET 30 days from receipt of invoice.

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing:

10. Small Requirements:

The minimum dollar value of orders to be issued is \$500.00.

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 132-51 - Information Technology (IT) Professional Services

12. Ordering Procedures for Federal Supply Schedule Contracts

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. Federal Information Technology/Telecommunication Standards Requirements: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

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13.1 Federal Information Processing Standards Publications (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 Federal Telecommunication Standards (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number 301.975.2833.

14. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003)

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

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

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

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

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

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

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

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

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

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

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(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. Contract Administration for Ordering Activities: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA Advantage!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.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.

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19. Overseas Activities

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

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

20. Blanket Purchase Agreements (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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:

****NOTE:** Contractor should insert the contractor's website or other location where full details can be found.**

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

24. Prime Contractor Ordering from Federal Supply Schedules.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. Software Interoperability

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. Advance Payments

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

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

1. Scope

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC 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.

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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/EC 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/EC Services.

9. Independent Contractor

All IT/EC 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.

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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/EC 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. 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.

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Description of IT Services and Pricing

Program Manager

GSA Price: \$191.68

Extensive interaction with external customers; demonstrates ability to manage functional segments of large-scale operations encompassing a staff including project managers and senior technical personnel. Possess knowledge of the use of contemporary project management tools, demonstrates command of the core principles of effective management, including effective delegation, ownership, responsibility development and tracking; demonstrated ability to plan, integrate and manage ADP operations involving one or more components of hardware, software, telecommunications, high volume automated and manual operations. Requires a B.S.—Business Administration, Computer Science or related degree and 12 years of related experience.

Project Manager

GSA Price: \$153.82

Provide overall technical and resource direction to ensure successful performance of contractual commitments; interacts with external customers. Manage staff of task managers in specific functional areas. Demonstrate ability to plan, integrate and manage ADP operations involving one or more components of hardware, software, telecommunications, high volume automated and manual operations. Requires a B.S.—Business Administration, Computer Science or related degree and 8 years of related experience.

Task Manager

GSA Price: \$116.85

Responsible for a functional segment of the contract with associated technical expertise in that area. Task manager is required to interact with external customers. Provides technical and resource direction to ensure successful performance of contractual commitments; manages staff of task supervisors in specific functional area. Demonstrates ability to plan, integrate and manage ADP operations involving one or more components of hardware, software, telecommunications, high volume automated and manual operations. Requires a B.S.—Business Administration, Computer Science or related degree and 3 years of related experience

Business Analyst

GSA Price: \$99.48

Experience in documenting functional requirements for computerized systems. Interpretation and application of federal regulations to the system. Responsible for development of integrated manual and computerized processes as well as the development of forms, documents and other written materials for dissemination to borrowers and/or end users. Demonstrate strong working knowledge of applicable regulations, practices, policies and procedures. B.S.—Business Administration, Accounting or related degree and 3 years of related experience.

Configuration Management Specialist

GSA Price: \$76.13

Demonstrate ability in writing and maintaining work procedures and facilitating meetings. Systematically controls all changes made to a dynamic large scale data processing system Systematically coordinates the initiation, handling, and resolution of all changes to a large scale system and its environment, and ensures that all changes are properly authorized and documented. Experience interfacing with other organizational groups to ensure compliance with established work procedures. Requires 2 years of college and 3 years of related experience.

Configuration Management Analyst

GSA Price: \$114.86

Demonstrate experience in configuration control of a large scale data processing system. Ability to systematically control all changes made to a dynamic large scale systems. Systematically coordinates the initiation, handling and resolution of all changes to the system and its environment and ensures all changes are properly authorized and documented. Requires a B.S.—Business Administration, Computer Science or related degree and 5 years of related experience.

Database Administrator

GSA Price: \$134.21

Experience in database administration and design. Demonstrate ability to perform database design. Ability to evaluate the impact of potential software changes and upgrades. Ability to guide development personnel in software design and construction to ensure maximum processing efficiency and resource utilization. Ability to manage production databases, ensure database integrity, perform data back-up and recovery, downloading/uploading, storage capacity tracking, security, able to evaluate impact of potential software changes and upgrades. Experience in contractor's DBMS. Requires a B.S.—Computer Science or related degree and 5 years of related experience.

Telecommunications Specialist

GSA Price: \$72.07

Experience with transmission of data via networks. Demonstrate ability to determine requirements, produce specifications, test and maintain complex telecommunications arrangements involving mainframe host to remote terminal connections. Determine line size requirements based on client needs and requirements. Particular skill in trouble shooting and

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telecommunications configuration maintenance and control, including end user support of desktop configuration and desktop application support. Communicate effectively with technical and managerial interfaces of the position. Possess training/certifications in relevant hardware and software. High school diploma or GED with 3 years of experience.

Imaging Analyst

GSA Price: \$48.26

Perform leadership duties to support the imaging, retention and retrieval of documents. Helps to organize/maintain logs for incoming document requests. Reviews documents requested to determine if a request is complete or further documentation is required. Routes requests to proper department/optical areas. Creates new files on file tracking database. Locates items using historical inquiries on the system and perform analysis of account activity as it relates to file/document routing. Helps prepare incoming and outgoing reports along with reconciling documents. High school diploma or GED with 1 year of experience.

Senior Systems Analyst

GSA Price: \$140.88

Systems analysis and design experience in a large scale data processing environment and applicable programming language. Demonstrate ability to translate development/maintenance requirements into specifications, create data file and database designs, analyze existing software for incorporation of desired enhancements, recommend alternate approaches to realize desired enhancements, prepare flow charts, diagram enhancement plans, prepare acceptance test plans, conduct acceptance tests, confirm results, review updated systems documentation, consult with hardware, communications and database experts, and compile information into recommendation/analysis packages. Requires a B.S.—Business Administration, Computer Science or related degree and 7 years of related experience.

Systems Analyst

GSA Price: \$114.55

Systems analysis and design experience in a large scale data processing environment and applicable programming language. Demonstrate ability to translate development/maintenance requirements into specifications, create data file and database designs, analyze existing software for incorporation of desired enhancements, recommend alternate approaches to realize desired enhancements, prepare flow charts, diagram enhancement plans, prepare acceptance test plans, conduct acceptance tests, confirm results, review updated systems documentation, consult with hardware, communications and database experts and compile information into recommendation/analysis packages. Requires a B.S.—Computer Science or related degree and 4 years of related experience.

Senior Programmer

GSA Price: \$122.82

Programming experience on major software development projects including applicable programming language. Demonstrate ability to work under minimal supervision to analyze system and program specifications, write software programs, prepare test data, test and debug programs, and prepare program documentation in accordance with the SOO. Requires a B.S.—Computer Science or related degree and 6 years of related experience.

Programmer

GSA Price: \$108.61

Programming experience on major software development projects including applicable programming language. Demonstrate ability to work under minimal supervision to analyze system and program specifications, write software programs, prepare test data, test and debug programs, and prepare program documentation in accordance with the SOO. Requires a B.S.—Computer Science or related degree and 4 years of related experience.

Junior Programmer

GSA Price: \$85.26

Programming experience on software development projects including applicable programming language. Ability to work under supervision to analyze system and program specifications, write software programs, prepare test data, test and debug programs, and prepare program documentation in accordance with the SOO. Requires a B.S.—Computer Science or related degree and 2 years of related experience.

Web Developer

GSA Price: \$109.89

Full life cycle applications development experience and web development and design experience in a large-scale web development environment. Experience in HTML, JAVA, ASP, XML, or Visual Basic programming is also required. Demonstrated ability to convert project specifications into detailed sequence for coding, design web pages to accomplish goals of the user, formulate recommendations on alternate approaches; prepare test data, test and debug programs, prepare program documentation and collaborate with other web developers and technical teams to build synergy between web site infrastructures. Requires a B.S.—Computer Science or related degree and 4 years of related experience.

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Business Functional Analyst

GSA Price: \$89.32

Supports the business operations of the contract by providing analysis expertise and insight to identify, define and assure implementation of business requirements as they relate to at least one function area of the contract. These include but are not limited to loan origination, customer service, payment processing, default aversion, loan counseling, due diligence/skip tracing, fulfillment, voice response, Web, accounting, reconciliation, school relations, or debt collection. High school diploma or GED with 2 years of experience.

Quality Assurance Analyst

GSA Price: \$116.33

Requires formal training in quality assurance and experience in quality control and quality assurance and in-depth knowledge of quality assurance in process design. Demonstrate knowledge of software quality assurance standards/methodology and programming languages. In-depth knowledge of the functional requirements of quality control including inspection techniques, process measurement, and representation/interpretation of process measurement data. Understanding of performance measurement hierarchies to monitor daily system operations with emphasis on early problem identification/ intervention and forecasting models/methods. Ability to create/implement tripwire levels to inform project management of potential problems. Review system performance reports ensuring accuracy and timeliness while assessing requirements/procedure changes to determine how these changes will impact system operations. Investigate and recommend solutions to production issues and customer complaints, following formal problem tracking procedures. Requires B.S.—Computer Science, Business Administration, Accounting or related field and 6 years of related experience.

Quality Assurance Specialist

GSA Price: \$91.36

Requires formal training in quality assurance and experience in quality control. Demonstrate ability to inspect software to ensure compliance with applicable standards for systems design, software construction, testing and documentation and/or ability to monitor and analyze servicing operations, including both manual and automated systems. Monitor daily system operations with an emphasis on early problem identification and intervention. Monitor tripwire levels and report any processing slowdowns/problems, or potential problems, to project management. Review system performance reports ensuring accuracy and timeliness; and assess requirements and procedure changes to determine how these changes will impact system operations. Requires B.S.—Computer Science, Business Administration, Accounting or related field and 2 years of related experience.

Technical Writer

GSA Price: \$65.98

Demonstrate ability in preparation and editing of ADP documentation using information provided by programmers and analysts. Substantial knowledge of the capabilities of computer systems and demonstrated ability to prepare documentation in accordance with the standards of the SOO. Requires B.S. and 3 years of related experience.

System Administrator

GSA Price: \$106.58

Provide expertise in areas of hardware and software compatibility, system operation, and system design. Work with vendors to monitor system upgrades to ensure functionality and compatibility. Consult with software development/maintenance personnel on hardware support issues. Participates in appropriate stages of development process to ensure proper interface is achieved. Develop program for system backups and perform backup tasks if required. Support installation/relocation of computer equipment, provide network support, assist in proper security of system resources, assist in problem identification and resolution of hardware and software. Requires a B.S.—Computer Science or related degree and 3 years of related experience.

Administrative Assistant

GSA Price: \$52.78

Performs typing, maintains files and records, and responsible for standard office procedures including scheduling appointments, processing mail, answering phones, and ordering supplies. Drafts financial, statistical, narrative reports. Arranges conferences/meetings and responsible for coordinating all business travel within operating department. Must possess reasoning ability, analytical and communication skills. Requires high school diploma or GED with 3 years of experience.

Security Specialist

GSA Price: 106.58

Consult as required on matters of secure network design. Provide expert knowledge of Information Assurance (IA) products such as PKI and VPN solutions, firewalls, and Intrusion Detection Systems and recommend resolutions of related problems. Responsible for reviewing current network security structure and recommending/developing security enhancement to ensure security requirements are maintained over time. Responsible for the design, installation, maintenance and ongoing monitoring of the Intrusion Detection System Suite required to protect the network. Responsible for recommending possible responses to identified attacks on

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the network. Requires a B.S.—Computer Science or related degree and 4 years of related experience.

Note: At ACS’ discretion, two years of experience beyond the required amount can be used to substitute for one year of missing education up to a maximum of 8 years experience substituting for 4 years of education. This pertains to all labor categories proposed under “Description of IT Services and Pricing”.

Descriptive Information

ACS Global IT Services Portfolio

Application Services	Data Center Operations	Desktop Management	Service Desk	Network Management
<ul style="list-style-type: none"> • Management • Maintenance • Development and Integration • Migration • ERP Solutions • Custom Solutions 	<ul style="list-style-type: none"> • Onsite Facility Management • Mega-Center Consolidation • Mainframe, Midrange, Server • Architecture and Design • Migration 	<ul style="list-style-type: none"> • Asset Management • Break/Fix Management • Deskside Support • Image Management • Messaging • Software Distribution 	<ul style="list-style-type: none"> • Customer Survey • Incident Management • Levels 1-3 – From Simple Fixes/Dispatch to Expert • Problem Resolution • Root Cause Analysis 	<ul style="list-style-type: none"> • Network Engineering • Provisioning • Network Operations • Performance Monitoring • Capacity Planning and Tuning

All of ACS’ services are backed up with the following security measures

<ul style="list-style-type: none"> • Business Continuity • Advanced Disaster Recovery • Certified Cyber-Forensics Investigation • Penetration Threat Protection and Management 	<ul style="list-style-type: none"> • Internal Vulnerability Management • Patch-Remediation Management • Policy Development and Compliance • Intrusion Detection Threat Mitigation • Used ID Administration and Management
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With technological changes demanding constant attention, many IT professionals struggle to do more than handle the day-to-day maintenance of IT operations. Lean budgets and staff reductions have depleted the time and resources needed to develop IT strategies that today’s marketplace requires. To meet these challenges, an increasing number of organizations are turning to ACS to manage some, or all, of their IT functions.

ACS specializes in designing, developing, and delivering customized IT solutions to help streamline IT functions and improve our clients’ competitive position. ACS efficiently delivers, flexible, scalable, and robust IT solutions, saving you time and money.

Is your IT solution living up to its potential?

Let us help you further optimize your IT investments. ACS provides fully diversified, end-to-end business process outsourcing and information technology services to commercial and government clients. We combine a unique set of business expertise, capabilities, technologies, and management disciplines to deliver quantifiable gains in quality and operational efficiency – all while lowering cost.

ACS’ industry experts design solutions using the latest technology to deliver the IT infrastructure, applications development, and business process services you need. Outsourcing your IT operations to ACS provides substantial, immediate, and measurable benefits, including:

- Reduced operating costs and capital expenditures
- Improved focus on business competitiveness
- Increased accuracy in planning performance
- Enhanced service levels

By helping organizations of all sizes align their IT initiatives with their business objectives, our IT services enhance efficiencies and bottom-line performance.

Do you worry about your service provider’s fit?

Let us develop customized IT solutions to meet your specific needs. At ACS, we understand that one approach and one solution do not work for every client. As such, we tailor our approach to meet each client’s unique objectives. We manage IT functions seamlessly, always adhering to our client’s standards and exceeding service expectations.

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ACS' commitment to delivering the best solution for you requires that we maintain a vendor – neutral outlook toward technology. We work with vendors whose services and pricing models, along with our business approach, offer the best solution for your unique business environment. To further this approach, we have forged Alliances with major hardware and software vendors. Whether it's yearly fixed costs, variable usage – based pricing, or true utility computing (matching IT resources to business demand), we remove the guesswork from IT costs and provide predictability and value.

How can we help you?

We deliver comprehensive IT solutions – better, faster, and less expensively. ACS delivers a comprehensive suite of IT services that produces quantifiable performance gains at a significantly lower cost. As an additional benefit, our skilled professionals and global work force can scale solutions as your business grows.

To create greater efficiencies and cost savings, we use a global sourcing model to provide clients with access to large-scale, state-of-the-art technology, systems, processes, and personnel. Our global network of specialized shared service centers and mega-centers delivers best practices and economies of scale and scope. Leveraging this model provides around-the-clock service to accommodate your specific requirements. Quite literally, the sun never sets on an ACS client. This philosophy has earned us an industry-coveted client retention rate of more than 90 percent.

Do you need better IT performance?

Let us enhance your IT initiatives. They are our core business. By teaming with ACS, your IT organization will be managed with superior service and speed, aligned with your business needs. ACS is your preferred partner because we take the time to learn about your people, processes, technologies, and business culture to create the most efficient and effective solution possible.

USA Commitment to Promote Small Business Participation Procurement Programs

Preamble

ACS Education Solutions, LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Commitment

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact.

Point of Contact: Chavaughn Stith

Telephone: 202.378.2631

Fax: 202.378.2857

E-mail address: chavaughn.stith@acs-inc.com

Authorized Information Technology Schedule Pricelist

BPA NUMBER _____

Acs Education Solutions, LLC 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.

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

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

Basic Guidelines For Using "Contractor Team Arrangements"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

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

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

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

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

Here is a general outline on how it works:

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



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