GENERAL SERVICES ADMINISTRATION
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 is available through GSA Advantage!™, a menu-driven database system. The Internet address is https://www.gsaadvantage.gov.

GSA Multiple Award Schedule

Special Item Number (SIN):  
511210 Software Licenses  
54151 Software Maintenance  
54151S Information Technology Professional Services

Contract Number: GS-35-0408X

Contract Period: May 25, 2021 to May 24, 2026  
Pricelist Current Through Modification A832, dated 5/21/2021

Contractor: AcuStaf Development Corporation  
7900 International Plaza, STE 710  
Bloomington, MN 55425  
Phone: 952-831-4122  
Fax: 952-303-3223

Website: www.acustaf.com

Email: gsaorders@acustaf.com

Point of Contact: Lora Holland

Business Size: Veteran-Owned Small Business (VOSB)

For more information on ordering from Federal Supply Schedules, go to the GSA Schedules home page at: http://www.gsa.gov/schedules
AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY

SPECIAL ITEM NUMBER 511210 Software License - SUBJECT TO COOPERATIVE PURCHASING
   FSC/PSC Class 7030 ADP SOFTWARE Application Software
   FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES Maintenance of Software

SPECIAL ITEM NUMBER 54151 Software Maintenance - SUBJECT TO COOPERATIVE PURCHASING
   FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES Maintenance of Software

SPECIAL ITEM NUMBER 54151S Information Technology Professional - SUBJECT TO COOPERATIVE PURCHASING
   FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified
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SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. **Geographic Scope of Contract**

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

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

Offerors are requested to check one of the following boxes:

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

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

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

2. **Contractor’s Ordering Address and Payment Information**

AcuStaf Development Corporation
7900 International Plaza
Suite 710
Bloomington, MN 55425
Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: 952-831-4122

3. Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

| Block 9: G. Order/Modification Under Federal Schedule |
| Block 16: Data Universal Numbering System (DUNS) Number: 097095541 |
| Block 30: Type of Contractor: B. Other Small Business |
| Block 31: Woman-Owned Small Business: No |
| Block 37: Contractor’s Taxpayer Identification Number (TIN): 41-1367044 |
| Block 40: Veteran Owned Small Business (VOSB): Yes, B: Other Veteran Owned Small Business |

4a. CAGE Code: 31UY9

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

5. FOB Destination

6. Delivery Schedule

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

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>30 (days) Contractor’s normal delivery time</td>
</tr>
<tr>
<td></td>
<td>10 (days) Contractor’s expedited delivery time</td>
</tr>
<tr>
<td>54151</td>
<td>TBD at task order level</td>
</tr>
<tr>
<td>54151S</td>
<td>TBD at task order level</td>
</tr>
</tbody>
</table>
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

Our prices are shown in Appendix A. Prices shown are NET Prices; Basic Discounts have been deducted.
   a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance, whichever is later.
   b. Quantity: None
   c. Dollar Volume: None
   d. Government Educational Institutions: None
   e. Other: None

8. Trade Agreements Act of 1979, as amended

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

9. Statement Concerning Availability of Export Packing

N/A.

10. Small Requirements

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

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
SPECIAL ITEM NUMBER 511210 Perpetual Software License
SPECIAL ITEM NUMBER 54151 Maintenance of Software as a Service
SPECIAL ITEM NUMBER 54151S Information Technology Professional Services
12. Ordering Procedures for Federal Supply Schedule Contracts

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity’s needs.

a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity’s needs. In selecting the supply or service representing the best value, the ordering activity may consider—
   1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
   2) Trade-in considerations;
   3) Probable life of the item selected as compared with that of a comparable item;
   4) Warranty considerations;
   5) Maintenance availability;
   6) Past performance; and
   7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall—

Review additional Schedule Contractors’
   1) Catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;
2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:
1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
2) Offer the lowest price available under the contract; or
3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity’s needs.
13. Federal Information Technology/Telecommunication Standards Requirements

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

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs):
Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable “FED-STD.” Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003)
a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
b. **Travel**: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

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

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

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

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

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

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

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

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

15. **Contract Administration for Ordering Activities**

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

16. GSA Advantage!

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

1. Manufacturer;
2. Manufacturer’s Part Number; and
3. Product categories.

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

17. Purchase of Open Market Items

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

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

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. Contractor Commitments, Warranties and Representations

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

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

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

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

19. Overseas Activities

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

NOT OFFERED

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

20. Blanket Purchase Agreements (BPAs)

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

21. Contractor Team Arrangements

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

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or
repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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 33411 and 33411REF.

23. Section 508 Compliance

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: http://acustaf.com or email sales@acustaf.com.

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

24. Prime Contractor Ordering from Federal Supply Schedules

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

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


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 SINs

Perpetual and Term Software Licenses (SIN 511210) and Maintenance as a Service (SIN 54151) of General Purpose Commercial Information Technology Software

1. Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its 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. 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. See Appendix E.
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.

3. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 952-831-4122 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 am to 5:00 pm Central Time. Emergency support is available after hours at 952-831-4122.

4. Software Maintenance

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

_____ 1. Software Maintenance as a Product (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 are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

_X_ 2. Software Maintenance as a Service (SIN 54151)

Software maintenance service is provided by AcuStaf Development Corp. per our standard terms and conditions, shown in Appendix E. In summary, maintenance and support consists of (i) Enhancements, (ii) standard bug fixes provided to the AcuStaf Software or Enhancements in the ordinary course of AcuStaf’s business, and (iii) basic Support of the AcuStaf Software. AcuStaf shall provide Maintenance and Support for the version of the AcuStaf Software offered by AcuStaf at such time and the previously offered versions.

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 in 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.

5. Periods of Maintenance (SIN 511210) and Maintenance (SIN 54151)

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

6. Conversion from Term License to Perpetual License

N/A. AcuStaf does not offer term licenses under this contract.

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _________% of all term license payments during the period that the software was under a term license within the ordering activity.
7. Term License Cessation

N/A. AcuStaf does not offer term licenses under this contract.

a. After a software product has been on a continuous term license for a period of ___________ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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.

9. Software Conversions - (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), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

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. See Appendix B for a detailed product description.

11. Right-to-Copy Pricing

N/A. (AcuStaf does not offer this in the commercial market; we are not offering it to GSA.)

Terms and Conditions Applicable to SINs
Information Technology (IT) Professional Services (Special Item Number 54151S)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

4. PERFORMANCE OF SERVICES
a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
d. Any Contractor travel required in the performance of IT/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 acts 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.

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.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

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

16. DESCRIPTION OF IT SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 54151S. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor’s customary commercial practices, e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

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

EXAMPLE: Commercial Job Title: System Engineer

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

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

Minimum Education: Bachelor’s Degree in Computer Science or equivalent experience.
PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged, veteran-owned and women-owned small businesses to promote and increase their participation in ordering activity contracts.

To accelerate potential opportunities please contact:

Lora Holland;  T: (952) 831-4122;  L.Holland@acustaf.com;  F: (952) 303-3223.
Appendices

Appendix A: Pricing

<table>
<thead>
<tr>
<th>PERPETUAL SOFTWARE LICENSES SIN 511210</th>
<th>GSA PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Inclusive of GSA Discount and .75% IFF)</td>
</tr>
<tr>
<td>35-1: Labor Management License Fee 0 – 500</td>
<td>$98.74</td>
</tr>
<tr>
<td>35-2: Labor Management License Fee 501 – 1000</td>
<td>$74.06</td>
</tr>
<tr>
<td>35-3: Labor Management License Fee: over 1,000 licenses</td>
<td>$59.24</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAINTENANCE OF SOFTWARE SIN 54151</th>
<th>GSA PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Inclusive of GSA Discount and .75% IFF)</td>
</tr>
<tr>
<td>2001-1: AcuStaf SS Software Service Schedule Staffing Software as a Service for 0-200 licenses</td>
<td>$5.85</td>
</tr>
<tr>
<td>2001-2: AcuStaf SS Software Service Schedule Staffing Software as a Service for 201-700 licenses</td>
<td>$3.90</td>
</tr>
<tr>
<td>2001-3: AcuStaf SS Software Service Schedule Staffing Software as a Service for 700+ licenses</td>
<td>$1.95</td>
</tr>
<tr>
<td>3001-1: AcuStaf LMS Software Service Labor Management Software as a Service for 0-200 licenses</td>
<td>$9.75</td>
</tr>
<tr>
<td>3001-2: AcuStaf LMS Software Service Labor Management Software as a Service for 201-700 licenses</td>
<td>$5.85</td>
</tr>
<tr>
<td>3001-3: AcuStaf LMS Software Service Labor Management Software as a Service for 700+ licenses</td>
<td>$3.90</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES SIN 54151S</th>
<th>GSA PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Inclusive of GSA Discount and .75% IFF)</td>
</tr>
<tr>
<td>5001-1: AcuStaf Software Implementation Services</td>
<td>$222/hr</td>
</tr>
</tbody>
</table>
Appendix B: Product Descriptions and Equipment Compatibility

AcuStaf Development Corporation offers several solutions to effectively manage and control labor costs. Automating scheduling, staffing and time & attendance practices can dramatically reduce labor costs and improve efficiencies. AcuStaf offers four products on the GSA MAs Consolidation Solicitation accomplish these tasks:

Schedule Staffing Software Solution
Labor Management Software Solution
AcuStaf Software Implementation Professional Services

When purchasing an AcuStaf Solution, we make it easy to purchase either a software license (511210) or Software as a Service (54151). AcuStaf prices both software solutions based on the number of active employees on the system. Price breaks have been established for each product as reflected in Exhibit A. Below is a detailed description of each product.

511210: Perpetual Software License Maintenance

0002: AcuStaf Software License Maintenance
If you purchase the AcuStaf Labor Management Software License or the Schedule Staffing Software License, annual maintenance of the license will need to be purchase each successive year. Annual Maintenance will provide product support (telephone & email), software updates, software enhancements and customizations. Annual Maintenance is 18% of the Software License Price.

54151: Maintenance of Software as a Service

2001-1: AcuStaf SS Software Service
Schedule Staffing Software as a Service includes HR, Schedule, Staffing, Track and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager, or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 2001-1 is for systems with 0 to 200 active employees.

2001-2: AcuStaf SS Software Service
Schedule Staffing Software as a Service includes HR, Schedule, Staffing, Track and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager, or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 2001-2 is for systems with 200 to 700 active employees. The first 200 employees are billed according to the price of product 2001-1 and the remaining, up to 700 employees, are billed according to the price of product 2001-2.
2001-3: AcuStaf SS Software Service
Schedule Staffing Software as a Service includes HR, Schedule, Staffing, Track and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager, or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 2001-3 is for systems with greater than 700 active employees. The first 200 employees are billed according to the price of product 2001-1, the next 500 employees are billed according to the price of product 2001-2, and any remaining employees above 700 are billed according to the price of product 2001-3. AcuStaf has negotiated a pricing cap of $5,000 for up to 5,000 each month the software is purchased.

3001-1: AcuStaf LMS Software Service
Labor Management Software as a Service includes HR, Schedule, Staffing, Track, Finance, Payroll and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager, or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). Finance allows budgets to be inputted and staffing targets to meet industry and/or government established targets. Payroll is the time & attendance portion of AcuStaf that allows for the automation of tracking employee timecards and accurate costing information. All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 3001-1 is for systems with 0 to 200 active employees.

3001-2: AcuStaf LMS Software Service
Labor Management Software as a Service includes HR, Schedule, Staffing, Track, Finance, Payroll and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager, or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). Finance allows budgets to be inputted and staffing targets to meet industry and/or government established targets. Payroll is the time & attendance portion of AcuStaf that allows for the automation of tracking employee timecards and accurate costing information. All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 3001-2 is for systems with 200 to 700 active employees. The first 200 employees are billed according to the price of product 3001-1 and the remaining, up to 700 employees, are billed according to the price of product 3001-2.

3001-3: AcuStaf LMS Software Service
Labor Management Software as a Service includes HR, Schedule, Staffing, Track, Finance, Payroll and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at
several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager, or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). Finance allows budgets to be inputted and staffing targets to meet industry and/or government established targets. Payroll is the time & attendance portion of AcuStaf that allows for the automation of tracking employee timecards and accurate costing information. All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 3001-2 is for systems with 200 to 700 active employees. Product 3001-3 is for systems with greater than 700 active employees. The first 200 employees are billed according to the price of product 3001-1, the next 500 employees are billed according to the price of product 3001-2, and any remaining employees above 700 are billed according to the price of product 3001-3. AcuStaf has negotiated a pricing cap of $6,000 for up to 5,000 each month the software is purchased.

54151S: Information Technology Professional Services

5001-1: AcuStaf Software Implementation Professional Services
When purchasing a complex software system, users usually prefer to purchase professional services to ensure proper installation and configuration is performed for optimal product utilization. AcuStaf Software Professional Services are dedicated to implementing change management best practices. Users will experience a seamless transition from current practices to incorporating the new system. Volume discounts are provided as outlined in pricing.
Appendix C: Blanket Purchase Agreements

Best Value
Blank Purchase Agreement
Federal Supply Schedule

(Insert Customer Name)

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

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

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

Signatures

_________________________________      ______________________________
Ordering Activity                  Date                  Contractor                  Date
(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

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

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

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
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<tbody>
<tr>
<td>_________________________</td>
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</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION DELIVERY</th>
<th>SCHEDULES / DATES</th>
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<tr>
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(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:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
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(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); 40
e. Purchase Order Number;
f. Date of Purchase;
g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

h. Date of Shipment.

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

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

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

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s 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.
Appendix E: AcuStaf Development Corporation Standard Warranty and Terms of Service

Limited Warranty:

a) AcuStaf warrants for Software License that the Original Copy of AcuStaf Software will be on media (i.e., the disk, diskette, or tape) that is free from defects in materials and workmanship when given normal use for a period of ninety (90) days. If within ninety (90) days following the delivery of an Original Copy of AcuStaf Software there should appear any such defect in materials or workmanship, AcuStaf at its expense shall replace such Original Copy upon its return to AcuStaf. AcuStaf shall have no obligation to replace any Original Copy of AcuStaf Software which is returned to AcuStaf more than one hundred twenty (120) days following its delivery, or which becomes unusable as a result of any accident, abuse, or misapplication subsequent to its distribution by AcuStaf. Any replacement copy obtained by you will be subject to the same limited warranty. This warranty gives Customer specific legal rights and Customer may have other rights that vary from state to state.

b) AcuStaf warrants for Software as a Service that all software is free from defects in materials and marksmanship when given normal use for the Software service period renewed every thirty (30) days. If within the thirty (30) days of the service there should be a defect in the material or workmanship, AcuStaf at its expense shall replace the software and provide a working solution.