Apelon provides terminology solutions to government healthcare and medical research organizations to help improve the comparability and accessibility of their clinical information. Apelon products deliver structured, standard vocabularies that link to proprietary coding systems such as ICD, CPT, and SNOMED, as well as to public domain knowledge sources. Apelon software enables the creation of new vocabularies and the enhancement of existing ones, adapting to regional and institutional preferences. Apelon solutions are offered in two lines of business:

**Terminology Software Products** – Tools and services that assist organizations in the creation, management, and use of terminologies, especially formally-structured terminologies.

**Consulting and Custom Development Services and Support**. Drawing on the expertise of clinicians, medical informatics specialists, systems analysts, applications architects, and data analysts, Apelon's services focus on assisting customers in the assessment and development of terminology strategies, the creation and management of practical local terminologies including vocabulary-rich data warehouses, and the customization and no-nonsense implementation of terminology-based solutions.

**SIN 511210 - TERM SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Microcomputers -- Application Software

**SIN 54151S – IT PROFESSIONAL SERVICES**

FDPS CODE D302 – IT SYSTEMS DEVELOPMENT SERVICES

FDPS CODE D306 – IT SYSTEMS ANALYSIS SERVICES

FDPS CODE D308 - IT PROGRAMMING SERVICES

FPDS Code D311 - IT Data Conversion Services

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the MAS is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.
Apelon, Inc.
750 Main St, Ste 1500
Hartford, CT 06103
(203) 431-2530
www.apelon.com

Contract Number: 47QTCA21D0009
Period Covered by Contract: October 5, 2020 – October 4, 2025

General Services Administration
Federal Supply Service

Pricelist current through Modification # PS-0001, dated October 5, 2020

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service’s Home Page via the Internet at https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE.

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SPECIAL NOTICE TO AGENCIES: Small Business Participation

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


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 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:
   Apelon products are offered, without limitation, to the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and Puerto Rico.

2. Contractor's Ordering Address and Payment Information:
   
   **Ordering office:** Apelon, Inc.
   ATTN: GSA Orders
   750 Main St, Ste 1500
   Hartford, CT 06103
   Phone: (203) 431-2530, Ext. # 110
   Facsimile: (203) 431-2523

   **Payment office:** Apelon, Inc.
   ATTN: GSA Orders
   750 Main St, Ste 1500
   Hartford, CT 06103
   Phone: (203) 431-2530
   Facsimile: (203) 431-2523

   Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will not 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 agencies to obtain technical and/or ordering assistance:

   **Technical Assistance:** (203) 431-2530
   **Ordering Assistance:** (203) 431-2530 ext. #110
3. LIABILITY FOR INJURY OR DAMAGE
The Contractor shall not be liable for any injury to Government personnel or damage to Government 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: 006621437
   Block 30: Type of Contractor – B. Other Small Business
   Block 31: Woman-Owned Small Business - No
   Block 36: Contractor's Taxpayer Identification Number (TIN): 06-1567093
   4a. CAGE Code: 3JPM8
   4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB: Destination.

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

      | SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
      |--------------------|---------------------------|
      | SIN# 511210        | 1 Business Day            |

      Standard delivery of Apelon software is via the internet.

   b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact 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 agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts:
   a. Prompt Payment             1 % 20 days from receipt of invoice or date of acceptance, whichever is later.
   b. Quantity                   None
   c. Dollar Volume              1 % 20 days from receipt of invoice or date of acceptance, whichever is later.
   d. Government Educational Institutions 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.


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 - Term Software Licenses
   Special Item Number 54151S – 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: Federal departments and agencies 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 offices, shall be responded to promptly by the Contractor.

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 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 OFFICES: Any ordering office, 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 Government’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.: Chrome). The Internet address is: https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE

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:

No exceptions.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to 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 received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. 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 or 132-9.

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:

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.

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)
1. **INSPECTION/ACCEPTANCE**

   The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government 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:

      **Disclaimer of Warranty.** Apelon warrants that the product will perform in accordance with the operating instructions and specifications that accompany it. The license includes, free of charge to the customer, standard software and content maintenance and technical support. Under the Maintenance and Technical Support provided the customer is limited to two (2) people designated by the customer from whom Apelon shall receive software and content maintenance and use inquiries.

   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.** APELON SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING THE SOFTWARE. IN NO EVENT WILL APELON BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND IRREGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF USE OF OR INABILITY TO USE THE SOFTWARE.

3. **TECHNICAL SERVICES**
   a. The Contractor, without additional charge to the Government, shall provide a hot line technical support number (203) 431-2530 Option 3 and hot line technical support e-mail address, support@apelon.com, for the purpose of providing user assistance and guidance in the implementation of the software, for the duration of the license term. The technical support number is available Monday through Friday, excluding national holidays, from 9:00 AM to 5:00 PM EST.

   b. Licensee is limited to two (2) people designated by the Licensee from whom Apelon shall receive inquiries. Licensee will advise Apelon in writing of changes to the identity of the designated contacts.
4. SOFTWARE MAINTENANCE

1. Software Maintenance as a Product (SIN511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics (exclusive of the DTS software which is open source and available at www.sourceforge.net).

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.

a. Software maintenance shall include the following:

b. Responding to and correcting problems in the software which result in the software substantially failing to operate in a manner consistent with its user/technical documentation and/or its specifications. In addition, Apelon provides one (1) copy of all published revisions to the electronic (if/when available) documentation and one (1) copy of, or authorization to copy, new releases of the software. The Contractor, without additional charge to the Government, shall provide maintenance service, as defined above, to the Licensee, for the duration of the license term.

5. PERIODS OF TERM LICENSES (511210)

a. The Contractor shall honor orders for license periods of twelve (12) months. Under a Blanket Purchase Agreement Additional copies of the software may be purchased, at a pro rated price, at any time up to 60 days prior to the expiration of a license term.

b. Upon termination for any reason Licensee shall disable all installations of and destroy all copies of the Software held by licensee. Licensee’s obligation to pay any accrued fees to Apelon shall survive the termination of this Agreement.

c. Annual Funding. Notwithstanding 5(a) above, when annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the twelve-month license term, whichever occurs first. Renewal of the term licenses citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering office’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing sixty (60) calendar days prior to the expiration of an order, if the term licenses are to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses and/or maintenance is to be continued during the subsequent period.
6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
Not applicable.

7. TERM LICENSE CESSATION
Not applicable.

8. UTILIZATION LIMITATIONS - (511210)
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   b. When licensed by the Government, commercial computer software and related documentation so
      legended 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 customer, server and/or user. A government customer is defined to be a
             Program or Project Office. A server is defined as the computer on which the installation software
             will reside and run. A User is defined as a designated user who will be utilizing the software. The
             software may be used by any subdivision of the licensing agency (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, so long as the number of licensed customers (program or project offices),
             servers, and/or users are appropriately accounted for in the license. 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 agency's site, so long as the number of licensed customers (program or project
             offices), servers, and/or users are appropriately accounted for in the license. This would allow other
             agencies access to one agency's database. The user agency 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 agency'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 agency.
         (3) Except as is provided in paragraph 8.b(2) above, government customer shall not provide or
             otherwise make available the software or documentation, or any portion thereof, in any form, to
             any unlicensed government entity or third party without the prior written approval of the
             Contractor. Third parties do not include prime Contractors, subcontractors and agents of the
             government who have the Government'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 Government to use software, documentation, or information therein, which the Government
             may already have or obtains without restrictions.
         (4) The Government 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 Government has the right to transfer the software to another
             site if the Government site for which it is acquired is deemed to be unsafe for Government
             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 -(511210)

Full monetary credit will be allowed to the Government 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.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

Right-to-Copy pricing does not apply.
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 Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES  I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering office 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 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 office.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
   c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

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

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. **INSPECTION OF SERVICES**


7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

8. **RESPONSIBILITIES OF THE ORERING ACTIVITY**

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

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

An Organizational conflict of interest exists when the nature of the work to be performed under a proposed Government contract, without some restriction on 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 Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

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

12. PAYMENTS

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

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

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

13. RESUMES
Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency 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 Service offered under Special Item Numbers 54151S IT Professional 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 Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
Apelon provides terminology solutions to government healthcare and medical research organizations to help improve the comparability and accessibility of their clinical information. Apelon products deliver structured, standard vocabularies that link to industry-standard coding systems such as ICD, CPT, and SNOMED, as well as to public domain knowledge sources such as the National Library of Medicine’s PubMed. Apelon software enables the creation of new vocabularies and the enhancement of existing ones, adapting to regional and institutional preferences.

Apelon products are:

**TermWorks** – Data mapping solution which brings powerful terminology capabilities directly to the desktop. TermWorks combines Microsoft® Excel® spreadsheet software with web services-based terminology processing to give organizations comprehensive mapping capability without the high cost of hardware and software acquisition, installation, integration, maintenance and support.

**Minimum System Requirements (Server)**
- 2-GHz or above
- 4 Gigabyte RAM
- 5 GB free space (depending on content size)
- Proc: 2GHZ or above

**Minimum Software Requirements (Server)**
- Microsoft Windows
  - Windows XP
  - Windows 7
- Linux
  - Redhat Enterprise Linux 4 ES
  - Redhat Enterprise Linux 5 ES

**Minimum Software Requirements (Client)**
- Microsoft Office Excel 2003
- Microsoft Office Excel 2007
- Microsoft SOAP 3.0 Toolkit
DTS - Distributed Terminology System

The Apelon DTS (Distributed Terminology System) is an integrated set of components that provides comprehensive terminology services in distributed application environments.

DTS is now available as an open source project on Source Forge. For more information, see the Source Forge DTS home page and Apelon's DTS FAQ.

Commercial software support services and subscription access to a wide portfolio of national and international data standards are available for DTS

**Technical Support** – All Apelon licenses include, free of charge to the customer, standard Maintenance and Technical Support. Under the Maintenance and Technical Support provided as part of the License fee, each customer is limited to two (2) people designated by the customer from whom Apelon shall receive software maintenance and use inquiries. Additional Technical Support, which covers software emergencies, problems or questions from multiple customer users, may be purchased separately.
Apelon provides terminology solutions to government healthcare and medical research organizations to help improve the comparability and accessibility of their clinical information. In addition to our software products described in the Products Description section, Apelon offers consulting and custom development services and support. Drawing on the expertise of clinicians, medical informatics specialists, systems analysts, applications architects, and data analysts, Apelon’s services focus on assisting customers in the assessment and development of terminology strategies, the creation and management of practical local terminologies including vocabulary-rich data warehouses, and the customization and no-nonsense implementation of terminology-based solutions.

Apelon’s professional services address:

**PLANNING** – Apelon consultants can analyze a customer’s existing vocabulary environment, provide comprehensive requirements assessment, and make focused recommendations on processes and applications to assure a successful return on the customer’s terminology investment.

**TERMINOLOGY DEVELOPMENT** – Apelon is the premier provider of professional services for developing healthcare standard terminologies. Apelon consultants leverage this expertise in client venues, recommending and delivering optimized terminologies and creating scalable, maintainable solutions for real-world healthcare business problems.

**IMPLEMENTATION AND INTEGRATION** – Closely coordinated with Apelon product development, Apelon consultants provide custom programming and integration capabilities to assure rapid and effective deployment of new terminology components. Apelon’s comprehensive approach to product implementation and integration involves requirements assessment and IT environment evaluation by Apelon consultants in collaboration with Apelon software developers, custom programmers, and terminology management specialists. At client request, Apelon can provide additional consulting services to assist with complex terminology management issues.

**TRAINING** – Apelon personnel can provide on-site training for users of Apelon products, including live terminology modeling demonstrations and hands-on terminology development sessions. We also offer instruction in overall clinical terminology modeling principles and best practices for terminology development and maintenance. Training sessions are always designed to meet individual customer needs and interests (e.g., specialized terminology modeling issues, description logic, thesaurus construction, lexical mapping tools).

**RETROSPECTIVE DATA ANALYSIS** – Apelon personnel are experienced in data analysis for healthcare services utilization trending, provider profiling, outpatient service mix analysis, and reporting improvement for increasing the effectiveness of provider feedback.

---

**IT SERVICES DESCRIPTION**

Apelon provides terminology solutions to government healthcare and medical research organizations to help improve the comparability and accessibility of their clinical information. In addition to our software products described in the Products Description section, Apelon offers consulting and custom development services and support. Drawing on the expertise of clinicians, medical informatics specialists, systems analysts, applications architects, and data analysts, Apelon’s services focus on assisting customers in the assessment and development of terminology strategies, the creation and management of practical local terminologies including vocabulary-rich data warehouses, and the customization and no-nonsense implementation of terminology-based solutions.

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**RETROSPECTIVE DATA ANALYSIS** – Apelon personnel are experienced in data analysis for healthcare services utilization trending, provider profiling, outpatient service mix analysis, and reporting improvement for increasing the effectiveness of provider feedback.
Apelon, Inc.
FSS Information Technology Schedule Pricelist

All prices are on a per year (12-month) basis.

<table>
<thead>
<tr>
<th>SIN</th>
<th>COMMERCIAL PRODUCT NUMBER</th>
<th>COMMERCIAL PRODUCT DESCRIPTION</th>
<th>NOTE</th>
<th>DELIVERY METHOD (1)</th>
<th>UNIT</th>
<th>GSA PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>0057</td>
<td>Apelon DTS – Technical Support, per year</td>
<td>(1, 2)</td>
<td>NA</td>
<td>Per customer</td>
<td>$32,341</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Apelon TermWorks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0061</td>
<td>Apelon TermWorks Client Access, per year</td>
<td>(1, 2)</td>
<td>Internet</td>
<td>5 User Package</td>
<td>$9,974</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Apelon TermWorks Software License, per year</td>
<td>(1, 2)</td>
<td>Internet</td>
<td>Per server</td>
<td>$9,974</td>
</tr>
</tbody>
</table>

Notes to Price List

Definitions:

Customer  A legal commercial entity such as a corporation, partnership or sole proprietorship. Subsidiaries are considered as separate customers. For Government customers, a customer is defined as an individual government program office.

User        A designated individual who will be utilizing the software.

Notes:

(1) FOB Destination.
(2) Government Extended Prices include .75% Industrial Funding Fee payable to the General Services.
(3) DTS Technical Support includes standard software and content maintenance and technical support. Under the Maintenance and Technical Support provided the customer is limited to two (2) people designated by the customer from whom Apelon shall receive software and content maintenance and use inquiries.
## SIN 54151S Professional Services

### IT Systems Consulting Services
Provides advice and consultation of the development and use of Terminology Services systems.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Skill Level</th>
<th>Rate/Hour</th>
<th>Education/Degree</th>
<th>General/Specialized Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior IT Consultant</td>
<td>8</td>
<td>$242.57</td>
<td>Bachelor’s with major in Informatics, Business or a Clinical discipline.</td>
<td>Experience in the 4 core areas: information technology, clinical informatics, business management, and communications, with 10+ years of work experience building on those skills.</td>
</tr>
<tr>
<td>Staff IT Consultant</td>
<td>7</td>
<td>$204.84</td>
<td>Bachelor’s</td>
<td>Experience in the 4 core areas: information technology, clinical informatics, business management, and communications, with 5+ years of work experience building on those skills.</td>
</tr>
</tbody>
</table>

### IT Database Planning and Design
Perform installation and configuration of db software, physical and logical db design, performance tuning, backup and recovery, query optimization.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Skill Level</th>
<th>Rate/Hour</th>
<th>Education/Degree</th>
<th>General/Specialized Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Database Administrator</td>
<td>7</td>
<td>$204.84</td>
<td>Bachelor’s</td>
<td>5+ years experience in development, maintenance, and administration of database systems. &gt; 3 years experience in implementing policies and procedures to ensure the security and integrity of a company database. Typically reports to Project Manager or CTO.</td>
</tr>
<tr>
<td>Staff Database Administrator</td>
<td>6</td>
<td>$179.23</td>
<td>Bachelor’s</td>
<td>3+ years experience in the development, maintenance, and administration of database systems. &gt; 2 years experience in using current technologies and application design using various database management systems. Typically reports to a Manager.</td>
</tr>
<tr>
<td>Junior Database Administrator</td>
<td>5</td>
<td>$153.63</td>
<td>Bachelor’s</td>
<td>2+ years experience in the development, maintenance, and administration of database systems. &gt; 1 year experience in a specific capability of database administration. Typically reports to a Manager.</td>
</tr>
</tbody>
</table>

### Technical Writing
Develops user manuals, white papers, training materials, and installation guides.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Skill Level</th>
<th>Rate/Hour</th>
<th>Education/Degree</th>
<th>General/Specialized Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Technical Writer</td>
<td>3</td>
<td>$97.30</td>
<td>Associate’s</td>
<td>3+ years experience in development, maintenance, and administration of database systems. &gt; 3 years experience in implementing policies and procedures to ensure the security and integrity of a company database. Typically reports to Project Manager or CTO.</td>
</tr>
<tr>
<td>Staff Technical Writer</td>
<td>2</td>
<td>$76.81</td>
<td>Associate’s</td>
<td>2+ years experience in the development, maintenance, and administration of database systems. &gt; 2 years experience in using current technologies and application design using various database management systems. Typically reports to a Manager.</td>
</tr>
</tbody>
</table>

### System Architecture
Develop system designs and specifications from business or technical requirements.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Skill Level</th>
<th>Rate/Hour</th>
<th>Education/Degree</th>
<th>General/Specialized Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior IT Architect</td>
<td>7</td>
<td>$204.84</td>
<td>Bachelor’s</td>
<td>5+ years experience with information technology relevant to the implementation of terminology systems and work experience building on those technology skills as well as other clinical, business and communication skills.</td>
</tr>
<tr>
<td>Staff IT Architect</td>
<td>6</td>
<td>$179.23</td>
<td>Bachelor’s</td>
<td>3+ years experience with information technology relevant to the implementation of terminology systems and work experience building on those technology skills as well as other clinical, business and communication skills.</td>
</tr>
</tbody>
</table>
### System Analysis

**Develop system requirements from business or technical requirements.**

<table>
<thead>
<tr>
<th>Role</th>
<th>Count</th>
<th>Salary</th>
<th>Degree</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior IT Systems Analyst</td>
<td>6</td>
<td>$179.23</td>
<td>Bachelor's</td>
<td>3+ years experience with information technology relevant to the implementation of terminology systems and work experience building on those technology skills as well as other clinical, business and communication skills.</td>
</tr>
<tr>
<td>Staff IT Systems Analyst</td>
<td>5</td>
<td>$153.63</td>
<td>Bachelor's</td>
<td>2+ years experience with information technology relevant to the implementation of terminology systems and work experience building on those technology skills as well as other clinical, business and communication skills.</td>
</tr>
</tbody>
</table>

### IT Programming

**Design and develop systems from business or technical requirements.**

<table>
<thead>
<tr>
<th>Role</th>
<th>Count</th>
<th>Salary</th>
<th>Degree</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Programmer</td>
<td>7</td>
<td>$204.84</td>
<td>Bachelor's</td>
<td>10+ years of programming experience. &gt; 3 years experience with large systems development, implementation and maintenance. Typically reports to a Team Lead or Manager.</td>
</tr>
<tr>
<td>Staff Programmer II</td>
<td>6</td>
<td>$179.23</td>
<td>Bachelor's</td>
<td>5+ years of programming experience. &gt; 3 years experience with system development, and maintenance. Typically reports to a Team Lead or Manager.</td>
</tr>
<tr>
<td>Staff Programmer I</td>
<td>5</td>
<td>$153.63</td>
<td>B.A. or B.S.</td>
<td>3+ years of programming experience. &gt; 1 year of experience working with major function within a system. Typically reports to a Team Lead or Manager.</td>
</tr>
<tr>
<td>Junior Programmer II</td>
<td>4</td>
<td>$128.02</td>
<td>Bachelor's</td>
<td>2+ years of programming experience. &gt; 1 year of experience working with specific modules in a system. Typically reports to a Team Lead or Manager.</td>
</tr>
<tr>
<td>Junior Programmer I</td>
<td>3</td>
<td>$97.30</td>
<td>Bachelor's</td>
<td>1+ years of Programming experience. Typically reports to a Team Lead or Manager.</td>
</tr>
</tbody>
</table>
### IT Project Management

**Coordinate analysis, design, and implementation** Facilitate communication with customers.

<table>
<thead>
<tr>
<th>IT Professional Service</th>
<th>Level</th>
<th>Hourly Rate</th>
<th>Degree Requirement</th>
<th>Experience Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior IT Project Manager</td>
<td>6</td>
<td>$179.23</td>
<td>Bachelor’s</td>
<td>10+ years Project Management experience. &gt; 3 years IT Project Management experience and experience working with large scale projects, including all phases of systems analysis and design. Typically reports to CTO or COO.</td>
</tr>
<tr>
<td>Staff IT Project Manager</td>
<td>5</td>
<td>$153.63</td>
<td>Bachelor’s</td>
<td>5+ years Project Management experience. &gt; 2 years IT Project Management experience and experience working with large scale projects, including all phases of systems analysis and design. Typically reports to a Team Lead or Manager.</td>
</tr>
<tr>
<td>Junior IT Project Manager</td>
<td>4</td>
<td>$126.02</td>
<td>Bachelor’s</td>
<td>3+ years Project Management experience. 2 years IT Project Management experience. Typically report to a Team Lead or Manager.</td>
</tr>
<tr>
<td>Senior IT Task Manager</td>
<td>3</td>
<td>$97.30</td>
<td>Bachelor’s</td>
<td>3+ years Project Management experience. &gt; 2 years experience managing the execution of project tasks requiring technical skill; requires writing skills to include technical data documentation output for use by all affected personnel. Typically reports to a Team Lead or Manager.</td>
</tr>
<tr>
<td>Junior IT Task Manager</td>
<td>1</td>
<td>$51.21</td>
<td>Associate’s</td>
<td>1+ years Management experience. Typically reports to a Team Lead or Manager.</td>
</tr>
<tr>
<td>Staff Test Engineer</td>
<td>3</td>
<td>$97.30</td>
<td>Bachelor’s</td>
<td>2 - 7 years of Quality Engineering experience, including software testing, test methodologies and software metrics. Responsible for function test within a system. Typically reports to Quality Assurance director.</td>
</tr>
<tr>
<td>Junior Test Engineer</td>
<td>2</td>
<td>$76.81</td>
<td>Bachelor’s</td>
<td>&lt; 3 years Quality Engineering experience, including software testing, test methodologies and software metrics. Responsible for specific testing in a system. Typically reports to Quality Assurance director.</td>
</tr>
</tbody>
</table>

**Notes to Price List**

Notes:

1. IT Professional Services are offered in accordance with FAR 8.404(d)
2. The minimum purchase for IT Professional Service is $100.00
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE
Apelon, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of 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, 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, 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, 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, disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Steve Affinito, (203) 431-2530 x 110, accounting@apelon.com.
In the spirit of the Federal Acquisition Streamlining Act (Customer) and Apelon, Inc. 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 47QTCA21D0009.

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 Government that works better and costs less.

Signatures

________________________  ____________________________
Customer                      Date                        Apelon, Inc.                     Date
BPA NUMBER_________________

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number 47QTCA21D0009, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Customer):

(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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
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(3) The Government 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:

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<th>OFFICE</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);
(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.
Federal Supply Schedule Contractors may use — Contractor Team Arrangements (see FAR 9.6) to provide solutions when responding to a customer agency 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.