



**APELON, INC.**

AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

**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 products are offered in three principal lines of business:

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

**Run-Time Vocabulary Servers** – Products that deploy standardized vocabularies within integrated healthcare applications (for example, as elements of real time decision support systems, order-entry systems, and interface engines.)

**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 132-32 - TERM SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE  
Microcomputers -- Application Software

**SIN 132-51 – IT PROFESSIONAL SERVICES**

FDPS CODE D302 – IT SYSTEMS DEVELOPMENT SERVICES  
FDPS CODE D306 – IT SYSTEMS ANALYSIS SERVICES  
FDPS CODE D308 - IT PROGRAMMING SERVICES

**Apelon, Inc.**  
**100 Danbury Road, Suite 201**  
**Ridgefield, CT 06877**  
**(203) 431-2530**  
**[www.apelon.com](http://www.apelon.com)**

Contract Number: GS-35F-0009L

Period Covered by Contract: October 5, 2005 – October 4, 2010

General Services Administration  
Federal Supply Service

Pricelist current through Modification # 00011, dated October 13, 2007.

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

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**INFORMATION FOR ORDERING OFFICES  
APPLICABLE TO ALL SPECIAL NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

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

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small 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**  
**100 Danbury Road, Suite 201**  
**Ridgefield, CT 06877**  
**Phone: (203) 431-2530, Ext. # 156**  
**Facsimile: (203) 431-2523**

**Payment office:**

**Apelon, Inc.**  
**ATTN: GSA Orders**  
**100 Danbury Road, Suite 201**  
**Ridgefield, CT 06877**  
**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. # 156

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): 06-1456985

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# 132-32	5-10 Business Days

Standard delivery of Apelon software is via the internet. Special delivery of software via physical media, (e.g. CD-ROMs or hard-copy User Manuals) via overnight or two-day courier service is subject to a delivery charge of \$25.

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:** Prices shown are NET 30; Basic Discounts have been deducted. No additional discounts or concessions are offered through the GSA Schedule.

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: Export packaging is negotiable.
10. Small Requirements: The minimum dollar value of orders to be issued is \$7,500.
11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)
  - a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 132-32 - Term Software Licenses  
Special Item Number 132-51 – IT Professional Services
  - b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:  
Not Applicable.
  - c. The Maximum Order value for the following Special Item Numbers (SINs) is \$10,000  
Not Applicable
12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:  

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services; refer to the terms and conditions for those SINs.]

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 offices need not seek further competition, synopsise 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 office 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 Government's needs.

  - a. Orders placed at or below the micro-purchase threshold. Ordering offices 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 offices 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 agency's needs. In selecting the supply or service representing the best value, the ordering office 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 office 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 offices 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 office 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 offices 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 offices will find it advantageous to request a price reduction. For example, when the ordering office 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 office 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 agency for a specific order.
- f. Small business. For orders exceeding the micro-purchase threshold, ordering offices 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 agency 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 office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

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. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.
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 C.1.)
16. GSA Advantage!

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

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

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

## 17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

## 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. YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS

- (a) As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

- (b) The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

## 21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## 22. CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

## TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)

### 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 postacceptance 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.**

- 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 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 8:00 AM to 6:00 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.
- c. Notwithstanding 3(b) above, Licensee may purchase additional Technical Support Services in prepaid packages of 50 hours (measured in increments of 15 minutes per inquiry) for an additional \$7,500.

### 4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

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.

- b. 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 (132-32)

- 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 is 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 - (132-32, 132-33, AND 132-34)

- 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 - (132-32 AND 132-33)

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.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services 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

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- 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. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

- (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost

with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

#### 4. 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.

#### 5. 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.

## 6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) 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) 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.

## 8. RESPONSIBILITIES OF THE GOVERNMENT

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

## 9. INDEPENDENT CONTRACTOR

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

## 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 Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

## 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

Refer to the section entitled IT SERVICES DESCRIPTION for a detailed listing of our IT services.

## PRODUCT DESCRIPTIONS

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:

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

**Apelon Terminology Development Environment (TDE):** Workstation (client) software for the creation, enhancement, and maintenance of formal terminologies. Features include graphical user interface for editing/modeling, Description Logic classifier, and flexible import and export functions.

**Minimum System Requirements** (client only, separate Oracle server):

- Pentium III 900MHZ PC (recommended)
- 512 Megabyte RAM (recommended)
- 10 Gigabyte hard drive Database Disk (required:  
Increase in size may be necessary, based on content )

**Minimum Software Requirements:**

- Windows XP, 2000 Workstation or Server (installation of service pack 3 recommended) or higher
- ORACLE 9i

**Run-Time Vocabulary Servers** – Products that deploy standardized vocabularies within integrated healthcare applications (for example, as elements of real time decision support systems, order-entry systems, and interface engines.)

**Apelon Distributed Terminology System (DTS):** High performance, vocabulary server software coupled with Description-Logic derived Apelon Terminology Knowledge Base. Programmatic (API) facilities for term matching, data normalization, code translation, class queries, and concept navigation. Includes GUI-based management applications for browsing and customization of Knowledge Base.

**Minimum System Requirements:**

- Pentium IV 1 GHz PC (recommended)
- 512 Megabyte RAM (recommended)
- 2 Gigabyte Hard drive System Disk (recommended)
- 10+ Gigabyte Free Hard drive Database Disk (required:  
Increase in size may be necessary, based on content )

**Minimum Software Requirements:**

- Windows 2000 Server (installation of service pack 3 recommended) or higher
- ORACLE 9i
- Microsoft SQL Server 2000

**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.

## 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.

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.

## PRICE LIST

Apelon, Inc.  
FSS Information Technology Schedule Pricelist

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

SIN	COMMERCIAL PRODUCT NUMBER	COMMERCIAL PRODUCT DESCRIPTION	NOTE	DELIVERY METHOD (1)	UNIT	GSA PRICE
132-32	<b>0010</b>	<b>Apelon TDE</b>	(3)			
	0011	Apelon TDE		Internet	Per customer	\$49,368
	0012	Apelon TDE		Internet	Per user	\$14,810
	0013	Apelon TDE	(4), (8)	CD ROM	Per customer	See note 8 below
	0014	Apelon TDE	(4), (8)	CD ROM	Per user	See note 8 below
	0015	Apelon TDE – User Manual		Internet	Per copy	No charge
	0016	Apelon TDE – User Manual	(4), (5), (6)	Hard copy	Per copy	See note 8 below
	<b>0050</b>	<b>Apelon DTS</b>	(7), (8)			
	0051	Apelon DTS		Internet	Per customer	\$49,368
	0053	Apelon DTS	(4), (8)	CD ROM	Per customer	See note 8 below
	0055	Apelon DTS		Internet	Per copy	No charge
	0056	Apelon DTS	(4), (5), (8)	Hard copy	Per copy	See note 8 below
	0057	Apelon DTS – Technical Support	(9)	NA	Per customer	\$34, 558

### 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. Each individual user of the software needs to have a separate Per User license.
- CPU            A Central Processing Unit (CPU), or processor, on which the installed software will run and reside.
- Add'l CPUs    Any number of additional copies of the software for installation on additional CPUs beyond those already licensed.

#### Notes:

- (1) All deliveries are free of charge and over the internet unless otherwise specified.
- (2) Government Extended Prices include .75% Industrial Funding Fee payable to the General Services.
- (3) Apelon TDE Professional is sold on a per-customer + per user basis. Per customer purchases must be accompanied by at least one per user.
- (4) Standard shipping CD ROMs and Manuals is UPS Ground and is provided at no additional charge to the customer. Overnight or 2-day Federal Express delivery is available for an additional \$25 per shipment.
- (5) Manuals are sold on a per copy basis, not on a per year basis.
- (6) Additional DTS CPUs are priced at \$9,975 per dual CPU for internet delivery, or \$10,075 for CD ROM.
- (7) Apelon DTS is sold on a per customer basis. The initial package licenses 2 CPUs.
- (8) Technical Support over and above that provided with the license is available in prepaid quantities of 50 hours, as measured in 15 minute increments. There is a charge of \$100 for software and User Manual delivery via CD ROM or hardcopy, respectively.
- (9) DTS Technical Support is offered separately for those customers securing DTS licenses off the GSA schedule. This software and content support is the same as that provided as part of GSA licenses.

**SIN 132-51 Professional Services**

Labor Category	Skill Level	Rate/ Hour	Education Degree	General/ Specialized Experience
<b>IT Systems Development Services</b>				<b>Perform system design and implementation and application development.</b>
Senior Consultant	5	\$158.47	B.A. or B.S.	5-10 years experience in multi-tier and distributed system design and implementation, relational data base design and implementation. Responsibility includes user interface design and implementation. Project management including performance and usability testing.
Systems Analysis Software Engineer	5	\$158.47	B.A. or B.S.	5-10 years experience in multi-user and distributed system analysis and design, relational data base analysis and design. Responsibility includes user interface, analysis and design. Requires documentation and usability analysis.
Programmer – Software Engineer	5	\$158.47	B.A. or B.S.	2-10 years experience in application development: JAVA, Oracle, C++, Microsoft Windows, UNIX. Responsibility includes application and development programming services.
<b>Database Planning and Design</b>				<b>Perform installation and configuration of db software, physical and logical db design, performance tuning, backup and recovery, and query optimization.</b>
Senior Database Administrator	7	\$211.29	B.A. or B.S.	> 5 years experience in development, maintenance, and administration of database systems. > 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.
Staff Database Administrator	6	\$184.88	B.A. or B.S.	2-7 years experience in the development, maintenance and administration of database systems. > 2 experience in using current technologies and application design using various database management systems. Typically reports to a Manager.
Junior Database Administrator	5	\$158.47	B.A. or B.S.	< 3 years experience in the development , maintenance and administration of database systems. > 1 year experience in a specific capability of database administration. Typically reports to a Manager.
<b>Documentation</b>				<b>Develops user manuals, white papers, training materials and installation guides.</b>
Senior Technical Writer	3	\$100.36	A.A. or B.A.	> 3 years experience in technical documentation; preferably has 2 years experience in Task Management requiring technical skills. > 2 years experience in translating technical information into clear, readable documents to be used by both technical and non-technical personnel. Typically reports to a Team Lead or Manager.
Staff Technical Writer	2	\$79.23	A.A. or B.A.	< 3 years experience in technical documentation. < 2 years experience in translating technical information into clear, readable documents to be used by both technical and non-technical personnel. Typically reports to a Team Lead or Manager.
<b>Consultant</b>				<b>Interacts with customers to analyze and solve business problems.</b>
Executive Consultant	10	\$396.17	B.A. or B.S. may include MD or PhD	> 15 years IT consulting experience. Responsible for customer executive interaction. Possesses in-depth technical or business knowledge relating to both the IT and Health Care field. Typically reports to Project Manager or COO.
Principal Consultant	9	\$369.76	B.A. or B.S. may include MD or PhD	> 10 years IT consulting experience. Responsible for large scale analysis and design. Possesses in-depth technical knowledge relating to both the IT and Health Care field. Typically reports to Project Manager or COO.
Senior Consultant	8	\$264.12	B.A. or B.S.	> 5 years IT consulting experience. Possesses general knowledge relating to both the IT and Health Care field. Typically reports to Project Manager or COO.
Staff Consultant	7	\$211.29	B.A. or B.S.	< 7 years IT consulting experience. Possesses limited specific knowledge relating to both the IT and Health Care field. Typically reports to Project Manager or Executive Consultant.
<b>Systems Analyst</b>				<b>Performs technical and business requirements analysis.</b>
Senior Analyst	6	\$184.88	B.A. or B.S.	> 3 years project management experience while working on complex issues encompassing all phases of system analysis. > 2 years experience in analysis and design. Typically reports to Project Manager or CTO.
Staff Analyst	5	\$158.47	B.A. or B.S.	< 4 years experience working on complex issues encompassing all phases of system analysis. < 2 years experience in analysis and design. Typically reports to a Team Lead or Manager.

**SIN 132-51 Professional Services (cont'd)**

Labor Category	Skill Level	Rate/ Hour	Education Degree	General/ Specialized Experience
<b>Programming</b>				
Senior Architect	7	\$211.29	B.A. or B.S.	<b>Design and develop systems from business technical requirements.</b> > 5 years experience planning, designing, building and implementing IT systems from business requirements. > 3 years experience developing various architectures for client/server applications. Typically reports to Project Manager or CTO.
Senior Programmer	7	\$211.29	B.A. or B.S.	> 5 years of programming experience. > 3 years experience with large systems development, implementation and maintenance. Typically reports to a Team Lead or Manager.
Staff Programmer II	6	\$184.88	B.A. or B.S.	4 – 7 years of programming experience. > 3 years experience with system development and maintenance. Typically reports to a Team Lead or Manager.
Staff Programmer I	5	\$158.47	B.A. or B.S.	2 – 5 years of programming experience. > 1 year of experience working with major function within a system. Typically reports to a Team Lead or Manager.
Junior Programmer II	4	\$132.06	B.A. or B.S.	< 3 years of programming experience. > 1 year of experience working with specific modules in a system. Typically reports to a Team Lead or Manager.
Junior Programmer I	3	\$100.36	B.A. or B.S.	1 – 3 years of programming experience. Typically reports to a Team Lead or Manager.
Entry-Level Programmer II	2	\$79.23	B.A. or B.S.	0 – 1 years managing the execution of project tasks requiring technical programming skill, or > 2 years experience managing the execution of project tasks requiring administrative skills. Typically reports to a Team Lead or Manager.
<b>Project Management</b>				
Senior Project Manager	6	\$184.88	B.A. or B.S.	<b>Coordinate analysis, design and implementation and facilitate communications with customers.</b> > 5 years Project Management experience. > 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.
Staff Project Manager	5	\$158.47	B.A. or B.S.	2 – 7 years Project Management experience. > 2 years IT Project Management experience. Typically reports to a Team Lead or Manager.
Junior Project Manager	4	\$132.06	B.A. or B.S.	< 3 years Project Management experience. < 2 years IT Project Management experience. Typically reports to a Team Lead or Manager.
Senior Task Manager	3	\$100.36	B.A. or B.S.	> 3 years Management experience. > 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.
Staff Task Manager	2	\$79.23	B.A. or B.S.	< 5 years Management experience. > 2 years experience managing the execution of project tasks requiring administrative skill, or 0-1 years experience managing the execution of project tasks requiring technical programming skill. Typically reports to a Team Lead or Manager.
Junior Task Manager	1	\$52.82	A.A. or B.A.	< 2 years Management experience. Typically reports to a Team Lead or Manager.
<b>Software and System Test</b>				
Quality Assurance Director	5	\$158.47	B.A. or B.S.	<b>Perform unit, system, integration and acceptance testing.</b> > 6 years of Quality Engineering experience, including software testing, test methodologies and software metrics. > 3 years experience in managing QA groups, overall software process, and project planning. Typically reports to Project Manager or CTO.
Senior Test Engineer	4	\$132.06	B.A. or B.S.	> 5 years of Quality Engineering experience, including software testing, test methodologies and software metrics. > 3 years experience in the overall software process. Typically reports to Quality Assurance director.
Staff Test Engineer	3	\$100.36	B.A. or B.S.	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.
Junior Test Engineer	2	\$79.23	B.A. or B.S.	< 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.

**Notes to Price List**

- Notes:
- IT Professional Services may be negotiated on a Fixed-Price basis, depending upon the size and complexity of the proposed project and the ability to scope the project with any accuracy.
  - The minimum purchase for IT Professional Services (any category) is \$7,500, or 50 hours.

## **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 insure 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 Madeline Iacurto, (203) 431-2530 x 156, [miacurto@apelon.com](mailto:miacurto@apelon.com).



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

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-0009L, 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:

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

_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____
_____	_____

- (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:

OFFICE	POINT OF CONTACT
--------	------------------

_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a 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 of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the 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.