



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

Special Item No. 132-33 Perpetual Software Licenses

FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE

Microcomputers - Application Software

NOTE: 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>.

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-51 Information Technology (IT) Professional Services

Note: 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.

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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 Group 70 – Information Technology Schedule 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.

Appian Corporation

8000 Towers Crescent Drive, Suite 1600

Vienna, VA 22182

703-442-8919

<http://www.appian.com>

Contract Number: GS-35F-0092M

Period Covered by Contract: November 21, 2001 through July 16, 2008

General Services Administration

Federal Supply Service

Pricelist current through Modification #PO0014, dated February 20, 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/>



TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES	3
1. Geographic Scope of Contract:	3
2. Contractor’s Ordering Address and Payment Information:	4
3. LIABILITY FOR INJURY OR DAMAGE	4
4. Statistical Data for Government Ordering Office Completion of Standard Form 279:	4
4.a CAGE Code:	4
4.b Central Contractor Registration	4
5. FOB Destination	4
6. DELIVERY SCHEDULE	4
6.a TIME OF DELIVERY:.....	4
6.b URGENT REQUIREMENTS:	5
7. Discounts:	5
8. Trade Agreements Act of 1979, as amended:	5
9. Statement Concerning Availability of Export Packing:	5
10. Small Requirements:	5
11. Maximum Order:	5
12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS	5
13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:	5
13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):.....	6
13.2 FEDERAL TELECOMMUNICATIONS STANDARDS (FED-STDS):	6
14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)	6
15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:	7
16. GSA Advantage!	7
17. PURCHASE OF OPEN MARKET ITEMS	7
18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS	7
19. OVERSEAS ACTIVITIES	8
20. BLANKET PURCHASE AGREEMENTS (BPAS)	8
21. CONTRACTOR TEAM ARRANGEMENTS	8
22. INSTALLATION, DEINSTALLATION, REINSTALLATION	8
23. SECTION 508 COMPLIANCE	8
24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES	8
25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)	9
26. SOFTWARE INTEROPERABILITY	9
27. ADVANCE PAYMENTS	9
TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE	9
1. INSPECTION/ACCEPTANCE	9
2. GUARANTEE/WARRANTY	9
3. TECHNICAL SERVICES	9
4. SOFTWARE MAINTENANCE	10
5. PERIOD OF MAINTENANCE (132-34)	10
6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (n/a)	10
7. TERM LICENSE CESSATION (n/a)	10
8. UTILIZATION LIMITATIONS - (132-33, AND 132-34)	11
9. SOFTWARE CONVERSIONS - (132-33)	11
10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY	11
11. RIGHT-TO-COPY PRICING	15
12. THIRD PARTY LICENSORS	16
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)	17
1. SCOPE	17
2. PERFORMANCE INCENTIVES	17



3. ORDER..... 17

4. PERFORMANCE OF SERVICES..... 17

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)..... 17

6. INSPECTION OF SERVICES 18

7. RESPONSIBILITIES OF THE CONTRACTOR 18

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY 18

9. INDEPENDENT CONTRACTOR..... 18

10. ORGANIZATIONAL CONFLICTS OF INTEREST 18

11. INVOICES..... 19

12. PAYMENTS 19

13. RESUMES 19

14. INCIDENTAL SUPPORT COSTS 19

15. APPROVAL OF SUBCONTRACTS 19

16. DESCRIPTION OF IT SERVICES AND PRICING 19

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS 21

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

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!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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



2. Contractor's Ordering Address and Payment Information:

Ordering Address:

Appian Corporation
Attn: Fred Ackerman
8000 Towers Crescent Drive, Suite 1600
Vienna, VA 22812

Payment Address:

Appian Corporation
Attn: Mike Sharpe
8000 Towers Crescent Drive, Suite 1600
Vienna, VA 22812

Appian Corporation accepts the government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase order cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. EST:

Voice Number: (703) 442-8844
Facsimile Number: (703) 442-8919

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of government 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: **878504856**
Block 30: Type of Contractor: **B- Other Small Business**
Block 31: Woman-Owned Small Business – **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **54-1956084**

4.a CAGE Code: 1XKB7

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

5. FOB Destination

6. DELIVERY SCHEDULE

6.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)
132-33, 132-34 and 132-51	<u>To be determined between Appian and Ordering Office</u>



6.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 Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0%-N/A days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Same discounts as all other Government Customers
- e. Other: Not Applicable.

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:

Not Applicable

10. Small Requirements:

The minimum dollar value of orders to be issued is \$2,500.

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 132-33 – Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 – Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- (a) FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- (b) FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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



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 2001)

- (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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (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.

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

n/a

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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:

n/a

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)

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Appian does not provide a warranty.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-442-1066 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday to Friday 8 am to 8 pm ET.



4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

All upgrades and patches to the product.

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

c. All new software product revisions which modify the version number to the right of the decimal point (e.g., Appian Portal version 3.1 changes to version 3.2) are provided as part of the maintenance charges. All upgrades that change the version number to the left of the decimal point (e.g. Appian Portal 3.1 changes to Appian Portal 4.0) are provided at 75% off of the list price after any volume discount.

5. PERIOD OF MAINTENANCE (132-34)

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

b. Maintenance for perpetual software licenses may be discontinued only after the second anniversary date of the installation and acceptance of the software. The Government may then discontinue maintenance by providing thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance 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 activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (n/a)

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to n/a % of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION (n/a)

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



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

8. UTILIZATION LIMITATIONS - (132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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



Product Description

Product Name: Appian Enterprise

Description:

Appian Enterprise eliminates the distinctions between traditional stove-piped enterprise applications, creating a unitary, open environment for collaboration and innovation. Appian Enterprise accelerates your business, becoming a force multiplier for your enterprise. The industry's first functionally complete, single-platform, enterprise Web solution, the Appian Enterprise suite includes:

- Enterprise Portal** A single point of personalized access to enterprise applications, information, and data sources from within and outside the organization.
- Enterprise Content Management** Manages the creation and publication of enterprise Web content to intranet-, extranet-, or Internet-based portal applications. Configurable, workflow driven approval processes and content templates make self-service publication easy, while centralized content vaulting facilitates simple content search and reuse.
- Collaborative Document Management** A Web-based, shared workspace for developing enterprise knowledge assets, while facilitating information control and reuse. Documents can be stored, shared, and versioned online. Users define taxonomy, as well as folder- and document-level access control.
- Enterprise Workflow** Integrated workflow automates key business processes—including content publication, document reviews, notifications, and more. Appian Enterprise's flexible workflow engine can be configured to support dozens of critical enterprise processes, from procurement to IT provisioning.
- Identity Management and Personalization** A secure, scalable environment manages preferences, attributes, and relationships between individuals and their communities, resulting in a consistent personalization and security layer capable of functioning across multiple enterprise systems.
- Enterprise Web Analytics** Comprehensive, highly detailed, real-time reporting on all Web activity within the enterprise. Keep tabs on the most active applications, popular communities, recent collaborative events, document downloads, portal pages, portlets, or business process performance. Appian Enterprise tracks it all.
- Knowledge Management** Integrated, out-of-the-box knowledge management applications support the rollout of knowledgebased communities of practice, or enable users to identify experts and tap into enterprise capabilities and services.
- Performance** Production-proven scalability to millions of users, sub-second response times, and highly efficient use of hardware in all environments.
- Open architecture** Fully J2EE-compliant architecture supports all major applications servers—including BEA WebLogic, IBM WebSphere, Sun ONE, Oracle 9iAS, and more.
- Platform independence** Windows, Linux, and Unix OS environments supported.

Product Name: Appian Personalization

Description:

Appian Personalization breaks down organizational barriers to enterprise collaboration using a unique, integrated approach to enterprise personalization and identity management. Providing a secure, scalable, Web-based environment to manage preferences, attributes, and relationships between individuals and their communities, Appian Personalization is the most advanced engine for delivering personalized collaboration to the enterprise. Appian Personalization also enables other enterprise applications to dynamically tap into its identity and relationship data— creating a unique, consistent personalization and security layer capable of functioning across multiple enterprise systems.



Key Benefits and Features Include:

- Searchable white pages facilitate discovery of individual contact information;
- Delegated identity, community, and profile management with workflow-managed approval processes, ensuring accuracy of information;
- Integration with instant messaging, presence detection and corporate email for instant connections (optional);
- Dynamic organization chart maps hierarchical and ad hoc organizational structures and displays them in intuitive, graphical format;
- Dynamic, rule-based community creation and reuse— creating an institutional memory of how cross-functional teams have worked successfully in the past;
- Simple, intuitive community creation enables your enterprise Web solution to support the future organic development of your organization. As your business changes, end users—not expensive, centralized administrators in your IT department—extend the system on the fly with new communities, roles, attributes, and privileges;
- Enables personalized targeting of content, knowledge, and tasks to individuals or groups;
- Direct java and XML-based Web services APIs for integration with other enterprise applications; and
- Connects and synchronizes Appian Personalization directly with enterprise LDAP, single sign-on, and Active Directory implementations.

Product Name: Appian Collaboration

Description:

Appian Collaboration is a Web-based application that gives your employees a customizable workspace for developing knowledge assets, while facilitating information control and reuse. Whether you're a partner of a major consultancy or law firm looking to capture knowledge, experience, and best practices for reuse, or a military CIO looking to reduce email traffic and consolidate thousands of unmanaged shared drives, Appian Collaboration is the solution.

Key Benefits:

- Facilitate the development and exchange of information using Web-based virtual Knowledge Centers and collaboration tools;
- Tighten integration with strategic partners, suppliers, and customers, while maintaining security and document control;
- Control access to enterprise knowledge assets by personalizing delivery of information based on data type, function, or geographical boundaries;
- Reduce costly rework or re-creation of ideas, documents, and other intellectual property by consolidating enterprise knowledge assets;
- Lower IT support costs by delegating user and Knowledge Center administration to non-technical knowledge workers; and
- Enable front-line knowledge workers to manage and publish Web content using commercially available portal applications.

Additional Features Include:

- Fully application server-independent, with open, standards-based J2EE architecture;
- Check-in and check-out functions for centralized management and control of documents;
- Integration with common directory services like LDAP for simplified user management, as well as Appian Personalization for advanced group management capability;
- Secure management of the complete version history of all documents;
- Distributed administrative functions, including the creation of Knowledge Centers, folders, users, and groups with delegated capability for assigning and administering permissions;
- Integration with best-of-breed Web search engines for easy document discovery and knowledge reuse;
- Workflow management to streamline common business processes;
- Optional administrative or end-user management of Knowledge Center access control lists;
- Multiple security roles assignable to individuals or groups at the Knowledge Center, folder, or document levels;
- Support for 128-bit SSL encryption with digital certificates;
- Knowledge Center lockdown capability for highly secure information; and
- Real-time monitoring and analytics of system usage with granular audit trail creation.



Product Name: Appian Portal

Description:

Appian Portal is a Web-based solution that provides users with a single point of personalized access to enterprise applications, information, and data sources from within and outside the organization. Whether you're a military CIO looking to provide 1.4 million soldiers with real-time access to personalized deployment information, or the Category Manager of a national retailer seeking to automate and integrate your multi-tiered supply chain, Appian Portal can help you create for your employees, customers, and trading partners a secure, single point-of-access to your organization's information and knowledge base.

Key Benefits:

- Empower individuals to identify and assemble the information and knowledge they need to act;
- Facilitate the creation of new or ad hoc communities around specific topics to facilitate collaboration between workgroups and business units;
- Maximize productivity by integrating mission critical data, business processes, and applications;
- Strengthen strategic relationships by forging direct connections to trading partners and customers;
- Lower IT support costs by delegating content publication and administration to non-technical business users;
- Reduce training costs by deploying a single, consistent user interface; and
- Enhance revenue by accelerating the delivery of new services and technologies.

Additional Features Include:

- Fully application server-independent, with open, standards-based J2EE architecture;
- Robust security model that enables personalization of content delivery at the page and portlet level, based on users or group attributes or privileges — an industry first;
- Seamless data and application integration, with robust support for Web services;
- Support for hierarchical, collaborative communities;
- LDAP connectivity, as well as integration with Appian Personalization for advanced directory and group services;
- Wizard-driven delegated administration of communities, information, data sources, and mission-critical applications;
- Predefined integration of best-of-breed portal services;
- Customized integration of syndicated XML data sources;
- Support for integrated collaborative services like instant messaging and chat;
- Integration with best-of-breed, secure single sign-on vendors;
- Complete, fully versioned archiving of all portal content;
- Support for wireless and handheld devices; and
- Proven in production to scale linearly to support millions of users.

Product Name: Appian Workflow

Description:

Appian Workflow is a secure, integrated, Web-based automated business process management tool that lets you utilize the knowledge and expertise of your key people in every process, every time. Now, every single person can be an "expert" at his or her job. By mapping core enterprise processes to organizational best practices, Appian Workflow enforces compliance with optimized processes, while monitoring and managing work activity in real time. And if business drivers change, your system can flexibly adapt along with your business.

Key Benefits:

- Automates enterprise processes to maximize worker efficiency and facilitate improved;
- personnel utilization;
- Flexible workflow engine supports continuous and incremental process improvement;
- Supports process creation and management by business users—no IT involvement required;
- Highly configurable workflow engine supports electronic forms and document routing;



- Easily integrates to encompass existing IT systems in managed processes;
- Supports user interaction via personalized, rolebased Web interface, or email client for occasional users and quick signoffs;
- Tracks work-performance metrics across the organization via integrated reporting tools;
- Incorporates a highly secure, granular security scheme; and
- Fully integrated with the Appian3 technology platform for personalized data delivery and integrated document management.

Additional Features Include:

- Graphical process development with timer, deadline, and escalation support;
- Scheduled, automated or manual process initiation;
- Support for attachment of files, documents, spreadsheets, images, etc. at any point in a process;
- Executive email decision support;
- Automated distribution of work tasks;
- Multiple-user notes and text search;
- Integrated tools for analyzing and improving work performance;
- Centralized repository for processes and rules;
- Email notification and integration; and
- Support for EDI transaction streams.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

No discount pricing is offered.

Appian Product/Solution	Number of Users Licensed	GSA Perpetual License Price	GSA Maintenance Price
Appian Enterprise Solution	1-500	\$ 357.50	\$ 88.66
Appian Enterprise Solution	501-1,000	\$ 216.68	\$ 50.00
Appian Enterprise Solution	1,001-2,500	\$ 162.50	\$ 40.30
Appian Enterprise Solution	2,501-5,000	\$ 52.00	\$ 12.90
Appian Enterprise Solution	5,001-10,000	\$ 42.25	\$ 10.48
Appian Enterprise Solution	10,001-20,000	\$ 32.50	\$ 8.06
Appian Enterprise Solution	20,001-40,000	\$ 26.00	\$ 6.45
Appian Enterprise Solution	40,001-80,000	\$ 20.80	\$ 5.16
Appian Enterprise Solution	80,001-160,000	\$ 16.25	\$ 4.03
Appian Enterprise Solution	160,001-320,000	\$ 13.00	\$ 3.22
Appian Enterprise Solution	320,001-640,000	\$ 9.75	\$ 2.42
Appian Enterprise Solution	640,001-1,280,000	\$ 7.80	\$ 1.93
Appian Enterprise Solution	1,280,001-2,560,000	\$ 5.85	\$ 1.45
Appian Enterprise Solution	2,560,001-5,120,000	\$ 4.55	\$ 1.13
Appian Enterprise Solution	5,120,001+	\$ 3.25	\$ 0.81
Appian Portal	1-500	\$ 216.68	\$ 50.00
Appian Portal	501-2,500	\$ 108.34	\$ 25.00
Appian Portal	2,500 +	\$ 43.34	\$ 10.00
Appian Collaboration	1-500	\$ 216.68	\$ 50.00
Appian Collaboration	501-2,500	\$ 108.34	\$ 25.00
Appian Collaboration	2,500 +	\$ 43.34	\$ 10.00
Appian Workflow	1-500	\$ 216.68	\$ 50.00
Appian Workflow	501-2,500	\$ 108.34	\$ 25.00
Appian Workflow	2,500 +	\$ 43.34	\$ 10.00



Appian Personalization	1-500	\$	216.68	\$	50.00
Appian Personalization	501-2,500	\$	108.34	\$	25.00
Appian Personalization	2,500 +	\$	43.34	\$	10.00

A. Minimum Order for software is \$50,000.

B. License Price Calculation example for Appian Enterprise if a license for 550 users is purchased:

Licenses for the first 500 users cost \$357.50 per user

Licenses for the next 50 users cost \$216.68 per user

Total license fees = \$189,584

C. Maintenance covers telephone and email support from 9a - 5p.

D. Maintenance is required for the first 2 years after product license.

Quick Start Package License \$50,000

A. Quick Start Package License includes:

- (i) a three-month license for up to 1,000 users;
- (ii) 20 man-days of consulting services for installation and customization of the product;
- (iii) upon completion of installation there is a demonstration and brief training; and
- (iv) a credit of up to \$20,000 will be made upon product purchase.

Training

A. Advanced Administrator Training: \$25,000 per Solution or Component. Maximum of 10 students.

B. Basic Administrator Training: \$15,000 per Solution or Component. Maximum of 15 students.

C. User Training: \$15,000 per Solution or Component. Maximum of 15 students.

D. Training for each Solutions and Components is priced separately.

E. Courses are customized to the client's environment. Lectures, slides, examples and tests will be customized.

F. One month advance notice is required for custom courses.

G. Courses last 3-5 days.

12. THIRD PARTY LICENSORS

- a. The licensed software products may contain software source code licensed to the Contractor from third party licensors (“Third Party Licensors”). The Third Party Licensors are and shall be deemed to be third party beneficiaries of those provisions in any license agreement related to software source code licensed by Third Party Licensors and may be enforced directly by the Third Party Licensors against customer.
- b. Any warranty of the Licensed Products is from Appian and Third Party Licensors make no warranties in connection with the Licensed Products. Third Party Licensors expressly disclaim any implied warranties of merchantability or fitness for a particular purpose.
- c. Third Party Licensors are not liable for any damages of any kind, including without limitation consequential damages that result from Customer’s use of the Licensed Products.
- d. Customer shall not attempt to reverse engineer, disassemble, decompile or otherwise attempt to derive any Third Party Licensor’s Software source code from the Licensed Products.



**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 ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

- (1) Cancel the stop-work order; or



(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT 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 ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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



11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

Appian Corporation offers a variety of IT Services through several professional labor categories. Please see the labor category descriptions and the Federal Supply Schedule pricelist on the following pages.

Labor Category Descriptions

Education and Experience Substitutions: *Except as noted, one (1) year of experience may be substituted for one (1) year of education and one (1) year of education may be substituted for one (1) year of experience, for the purposes of determining qualifications within a labor category description.*

PROGRAM MANAGEMENT FUNCTIONAL AREA

Commercial Job Title: Technical Project Manager

Minimum/ General Experience: Have a minimum of seven (7) years of IT experience with at least two (2) years experience in a management position.

Functional Description: Responsible for overall project management of contracts. Plans, organizes and manages groups of employees engaged in various technical duties. This person, with analytic and technical experience, oversees and guides both problem analysis and technical solution implementation through final testing and knowledge transfer. Appian Technical Project Managers bring expertise in data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications.

Data Warehousing: Appian Technical Project Managers model, load, and performance tune large (multi-terabyte) and extremely complex databases utilizing all relational database management systems including Oracle, SQL Server, DB2, Teradata, Informix, and Sybase. Appian Consultants also have extensive experience customizing and implementing business intelligence and decision support tools.

Personalized Customer Relationship Management: Expertise in the tracking and customization of information delivered to end-users. By leveraging knowledge of data warehousing and web integration, Appian Technical Project Managers develop solutions that utilize a range of technologies and complex personalization algorithms such as collaborative filtering, clustering, and rules-based approaches to create complete CRM systems.

Web Application Design: Expertise and experience using every major programming and web language. Appian Technical Project Managers create dynamic, database driven web applications. Technical Project Managers work with end users to ensure that the



layout and functionality of a site meets their requirement.

Minimum Education: BA/BS in Computer Science, Engineering, Mathematics, Business, Management or equivalent.

Commercial Job Title: *Non-Technical Program Manager*

Minimum/ General Experience: Have a minimum of seven (7) years of IT experience with at least two (2) years experience in a management position.

Functional Description: Responsible for overall project management of contracts. Program Managers are responsible for projects plans, project organization, and documentation. This person oversees the problem analysis, and technical solution but does not have technical expertise.

CONSULTANT FUNCTIONAL AREA

Commercial Job Title: *Consultant*

Minimum/General Experience: Five (5) years of general experience in information systems, including two (2) years of specialized experience providing state-of-the-art solutions in information systems technology (or, if the particular area of expertise is new state-of-the-art technology, the specialized experience may be less than two (2) years and more consistent with the age of the technology).

Functional Description: Appian Consultants are experts in data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications.

Data Warehousing: Appian Consultants model, load, and performance tune large (multi-terabyte) and extremely complex databases utilizing all relational database management systems including Oracle, SQL Server, DB2, Teradata, Informix, and Sybase. Appian Consultants also have extensive experience customizing and implementing business intelligence and decision support tools.

Personalized Customer Relationship Management: Expertise in the tracking and customization of information delivered to end-users. By leveraging knowledge of data warehousing and web integration, Appian Consultants develop solutions that utilize a range of technologies and complex personalization algorithms such as collaborative filtering, clustering, and rules-based approaches to create complete CRM systems.

Web Application Design: Expertise and experience using every major programming and web language. Appian Consultants create dynamic, database driven web applications. Consultants work with end users to ensure that the layout and functionality of a site meets their requirement.

Minimum Education: BA/BS in Computer Science, Engineering, Mathematics, Business, Management or equivalent.

Commercial Job Title: *Senior Consultant*

Minimum/ General Experience: Six (6) years of general experience in information systems, including three (3) years of specialized experience providing state-of-the-art solutions in information systems technology (or, if the particular area of expertise is new state-of-the-art technology, the specialized experience may be less than three (3) years and more consistent with the age of the technology).

Functional Description: Senior Consultants possess a higher level of experience in data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications. Senior Consultants have worked in a variety of industries and leverage their diverse experience throughout project planning, execution, and delivery.

Data Warehousing: Appian Senior Consultants model, load, and performance tune large (multi-terabyte) and extremely complex databases utilizing all relational database management systems including Oracle, SQL Server, DB2, Teradata, Informix, and Sybase. Appian Senior Consultants also have extensive experience customizing and implementing business intelligence and decision support tools.

Personalized Customer Relationship Management: Expertise in the tracking and customization of information delivered to end-users. By leveraging knowledge of data warehousing and web integration, Appian Senior Consultants develop solutions that utilize a range of technologies and complex personalization algorithms such as collaborative filtering, clustering, and rules-based approaches to create complete CRM systems.

Web Application Design: A high level of expertise and experience using every major programming and web language. Appian Senior Consultants create dynamic, database driven web applications. Senior Consultants work with end users to ensure that the layout and functionality of a site meets their requirement.

Minimum Education: BA/BS in Computer Science, Engineering, Mathematics, Business, Management or equivalent.



GSA HOURLY RATES

LABOR CATEGORY	Customer Site
Technical Project Manager	\$247.62
Senior Consultant	\$213.53
Consultant	\$181.70
Non-Technical Program Manager	\$200.50

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact **(Insert Company Point of contact, phone number, e-mail address, fax number)**.

BEST VALUE BLANKET PURCHASE AGREEMENT - FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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



Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

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

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

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



- (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (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.