

**General Services Administration - Federal Acquisition Service
Authorized Federal Supply Schedule PRICELIST**

**Schedule Contract 70 – General Purpose Commercial Information
Technology Equipment, Software & Services**

SIN 132-32 TERM SOFTWARE LICENSES

FSC Class: 7030 – Information Technology Software – Application Software

SIN 132-33 PERPETUAL SOFTWARE LICENSES

FSC Class: 7030 – Information Technology Software – Application Software

SIN 132-34 MAINTENANCE OF SOFTWARE AS A SERVICE

FSC Class: J070 – Maintenance of Software



**SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL
SERVICES**

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
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.

Semantic Research, Inc.

4922 N Harbor Dr.

San Diego, CA 92106-2306

Phone: 619.222.4050 Fax: 619.225.5655

www.semanticresearch.com

Contract Number: GS-35F-0421T

Contract Period: May 10, 2007 – May 9, 2017

Pricelist current through Modification #PO-0006, dated 4/20/2015.

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

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INFORMATION FOR ALL ORDERING ACTIVITIES (Applicable to all Special Item Numbers)

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT

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

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

Offerors are requested to check one of the following boxes:

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

2. ORDERING ADDRESS AND PAYMENT INFORMATION

ORDERING INFORMATION:

- a. For mailed orders, the postal mailing address where written orders will be received is as follows:

Semantic Research, Inc.
4922 N Harbor Dr.
San Diego, CA 92106-2306

- b. For orders by facsimile transmission, the point of contact is:

Dorie Kelly, Chief of Staff
Fax Number: 610-225-5665

Semantic Research, Inc. accepts 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 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: Phone: (619) 222-4050

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: 08-405-6287

Block 30: Type of Contractor – B. Other Small Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 01-0572163

4a. CAGE Code: 3C2C9

4b. CENTRAL CONTRACTOR REGISTRATION

Semantic Research, Inc. 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	30 days ARO
SIN 132-33	30 days ARO
SIN 132-34	30 days ARO
SIN 132-51	As negotiated at task order level

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: 2%/Net 15 days

b. Quantity: Greater than 50 units of Base Module or any Bundle Module, additional 15% of Purchase Price Discount; Greater than 100 units Base Module or any Bundle Module, additional 25% of Purchase Price Discount

c. Dollar Volume: None.

d. Other Special Discounts: None.

8. TRADE AGREEMENT 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 for services offered herein.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER THRESHOLD

The Maximum Order value for the following SINs is:

- Special Item Number 132-51 IT Professional Services \$500,000
- Special Item Number 132-32 Perpetual Software Licenses \$500,000
- Special Item Number 132-33 Perpetual Software Licenses \$500,000
- Special Item Number 132-34 Maintenance of Software \$500,000

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 Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 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.
- (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 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 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.

For administrative convenience, an ordering office 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 office-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:

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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.

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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The requisitioning 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

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____
No _____

****NOTE: Contractor should answer Yes or No****

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL):

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:

www.semanticresearch.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order – (a) A copy of the authorization from the Agency 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)

ABOUT Semantic Research

Company

Based on the early, ground-breaking work on knowledge representation for education by our founders, Semantic Research has been redefining the way users visualize, interact with, and understand data and information for more than 10 years.

After the events of 9/11/2001, we turned our attention to the problems associated with “connecting-the-dots” of information. Our unique adaptation of semantic network theory, from cognitive science, artificial intelligence and education, has enabled us to tackle the very hard problems of data fusion and common representation with a very different, and much more adaptable, vision than anyone else in the business.

For more information about Semantic Research, please contact us at www.semanticresearch.com

NetCentric Intelligence[®]

The *Network* has become the dominant model for understanding in the modern age: Social networks, supply-chain networks, terrorist networks, financial networks, transnational criminal networks – all are based on amorphous, constantly adapting networks of people, organizations, places, things, events and ideas.

Semantica[®] is the only analysis tool built, from the ground up, to directly address the ever-changing networks that define the greatest data challenges of our times. NetCentric Intelligence[®] is the application of fused data and information to the deep problems of mapping and understanding the nature and specifics of constantly changing networks.

Semantic Research, Inc. pioneered the field of NetCentric Intelligence by adapting the semantic network as a data model for fusing and representing data from virtually any source into a common, visual, interactive representation of knowledge that allows analysts to see, and understand, the network they are attempting to exploit.

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

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional 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 I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering 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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract. COMMERCIAL ITE

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

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

12. PAYMENTS

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

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

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

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user 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 PROFESSIONAL SERVICES AND PRICING

**** 70% of employees at Semantic Research hold a TS/SCI security clearance.**

Management

Position: Product Manager II

Minimum/General Experience: At least twelve (12) years of experience in related fields for product development and management.

Functional Responsibility: Coordinates, manages and/or prioritizes contract-directed requirements for product development. Must be able to exercise independent judgment and solve technical, administrative, and managerial problems. Has ultimate responsibility for planning and coordinating staff, and managing costs, quality, and schedule. Coordinates resource allocation within contract guidelines. Develops work breakdown structures and prepares charts, tables, graphs and diagrams to assist in analyzing project effectiveness and efficiency. Responsible for tracking, analyzing, reporting and providing data on project operations, finances, contracts, administrative requirements, milestones and deliverables. Manages the delivery of products within time and budget constraints.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Product Manager I

Minimum/General Experience: At least eight (8) years of experience in related fields for product development and management.

Functional Responsibility: Coordinates, manages and/or prioritizes contract-directed requirements for product development. Must be able to exercise independent judgment and solve technical, administrative, and managerial problems. Has ultimate responsibility for planning and coordinating staff, and managing costs, quality, and schedule. Coordinates resource allocation within contract guidelines. Develops work breakdown structures and prepares charts, tables, graphs and diagrams to assist in analyzing project effectiveness and efficiency. Responsible for tracking, analyzing, reporting and providing data on project operations, finances, contracts, administrative requirements, milestones and deliverables. Manages the delivery of products within time and budget constraints.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Program Manager II

Minimum/General Experience: At least twelve (12) years of applicable experience in managing programs.

Functional Responsibility: Develops work breakdown structures and prepares charts, tables, graphs and diagrams to assist in analyzing program effectiveness and efficiency. Responsible for tracking, analyzing, reporting and providing data on program operations, finances, contracts, administrative requirements, milestones and deliverables. Manages the delivery of programs within time and budget constraints.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Program Manager I

Minimum/General Experience: At least eight (8) years of applicable experience in managing programs.

Functional Responsibility: Develops work breakdown structures and prepares charts, tables, graphs and diagrams to assist in analyzing program effectiveness and efficiency. Responsible for tracking, analyzing, reporting and providing data on program operations, finances, contracts, administrative requirements, milestones and deliverables. Manages the delivery of programs within time and budget constraints.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Consultant

Position: Principal Consultant

Minimum/General Experience: Possess a high level of specialized expertise in a specific technology or subject matter with at least ten (10) years of experience in related field.

Functional Responsibility: Develops, applies, and implements innovative solutions to customer's problems. This may include solutions to complex concepts, analysis, planning, design, review of technical requirements, or implementation. May manage a team of consultants.

Minimum Education: Education requirement is a bachelor's degree.

Position: Senior Consultant

Minimum/General Experience: Possess significant specialized expertise in a specific technology or subject matter with at least eight (8) years of experience in related field.

Functional Responsibility: Develops, applies, and implements innovative solutions to customer's problems. This may include solutions to complex concepts, analysis, planning, design, review of technical requirements, or implementation. May manage a team of consultants.

Minimum Education: Education requirement is a bachelor's degree.

Position: Consultant II

Minimum/General Experience: Possess specialized expertise in a specific technology or subject matter with at least six (6) years of experience in related field.

Functional Responsibility: Develops, applies, and implements innovative solutions to customer's problems. This may include solutions to complex concepts, analysis, planning, design, analysis, review of technical requirements, or implementation.

Minimum Education: Education requirement is a bachelor's degree.

Position: Consultant I

Minimum/General Experience: Possess specialized expertise in a specific technology or subject matter with at least four (4) years of experience in related field.

Functional Responsibility: Develops, applies, and implements innovative solutions to customer's problems. This may include solutions to complex concepts, analysis, planning, design, analysis, review of technical requirements, or implementation.

Minimum Education: Education requirement is a bachelor's degree.

Execute

Position: Principal Subject Matter Expert

Minimum/General Experience: Must have at least fourteen (14) years of related experience in applicable field. Expert in single or multiple technical disciplines.

Functional Responsibility: Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. May act as project manager in particularly large or complex situations. Supervises broad team of systems engineers.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Subject Matter Expert III

Minimum/General Experience: Must have at least ten (10) years of related experience in applicable field. Expert in single or multiple technical disciplines.

Functional Responsibility: Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Capable of directing activities, evaluating requirements, and develop solutions to highly complex problems.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Subject Matter Expert II

Minimum/General Experience: Must have at least eight (8) years of related experience in applicable field. Expert in single or multiple technical disciplines.

Functional Responsibility: Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Capable of directing activities, evaluating requirements, and develop solutions to highly complex problems.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Subject Matter Expert I

Minimum/General Experience: Must have at least six (6) years of related experience in applicable field. Expert in single or multiple technical disciplines.

Functional Responsibility: Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Capable of directing activities, evaluating requirements, and develop solutions to highly complex problems.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Technical

Position: Principal Architect

Minimum/General Experience: At least fourteen (14) years of applicable data integration experience. Has broad high-level knowledge of communications and data network integration architectures.

Functional Responsibility: This individual spans both the communications and data network arenas and possesses the capability to direct, design, or develop network architecture plans, implementation or cutover plans, integration, implementation technical white papers, or perform requirements analysis for interoperability issues associated with the different communications environments. Capable of supervising multiple teams of specialty Engineers in highly complex data or communications internetworking projects, interoperability requirements. Provides leadership or direction on innovative research associated with computer network or communications network interoperability or integration advanced understanding and specialized expertise in computer technology such as real-time, databases, user interfaces, information processing, and exploitation.

Minimum Education: Education requirement is Master's degree in Computer Science, Electrical or Electronics Engineering, Information Systems, or equivalent.

Position: Computer Scientist

Minimum/General Experience: At least twelve (12) years of computer science expertise involving theory and practice to include work in: Algorithm Design, Mathematical Analysis, Complexity, Graph or Number Theory, Parallel Processing, Computer Graphics, Computer Vision or Artificial Intelligence techniques.

Functional Responsibility: Performs programming, code refactoring, systems operations and design. Uses a variety of programming languages and development environments to design, test and implement software solutions. Documents and communicates scientific and software development solutions and best practices to customers and peers. Participates in the implementation of sophisticated and original solutions to complex customer requirements.

Minimum Education: Education requirement is Master's degree in Computer Science, Electrical or Electronics Engineering, Information Systems, or equivalent.

Position: Systems Integration Engineer III

Minimum/General Experience: At least twelve (12) years of applicable experience in providing technical analysis engineering and direction of information system design, development, integration and testing.

Functional Responsibility: May lead and/or manage multiple tasks in multiple disciplines and related areas. Responsible for highly complex technical/engineering projects as a team lead or independently may perform concept exploration and assessment, requirements definition, software development and integration, software engineering, performance management, technology assessment, testing and validation. Analyzes and develops technical documentation detailing the integration and system performance.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Systems Integration Engineer II

Minimum/General Experience: At least six (6) years of applicable experience in providing technical analysis, engineering and direction of information system development, integration and testing.

Functional Responsibility: Responsible for highly complex technical/engineering projects as a team lead or independently may perform concept exploration and assessment, requirements definition, software development and integration, software engineering, performance management, technology assessment, testing and validation. Analyzes and develops technical documentation detailing the integration and system performance.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Systems Integration Engineer I

Minimum/General Experience: At least four (4) years of applicable experience in providing technical analysis, engineering and direction of information system development, integration and testing.

Functional Responsibility: Responsible for highly complex technical/engineering projects as a team lead or independently may perform concept exploration and assessment, requirements definition, software development and integration, software engineering, performance management, technology assessment, testing and validation. Analyzes and develops technical documentation detailing the integration and system performance.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Engineer III

Minimum/General Experience: At least eight (8) years of applicable experience.

Functional Responsibility: Leads a several member team in design, analysis, development, installation, integration, operation, maintenance, testing and evaluation in area of discipline and/or independently performs complex analysis tasks in area of discipline.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Engineer II

Minimum/General Experience: At least four (4) years of applicable experience.

Functional Responsibility: Under supervision, performs design, analysis, development, installation, integration, operation, maintenance, testing and evaluation in area of discipline.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

Position: Engineer I

Minimum/General Experience: At least two (2) years of applicable experience.

Functional Responsibility: Under supervision, performs design, analysis, development, installation, integration, operation, maintenance, testing and evaluation in area of discipline.

Minimum Education: Education requirement is Bachelor's degree or equivalent.

**On occasion, there may be a need to waive the requirements in order to use the best individual for the task. Therefore, waivers to the education/experience requirements may be granted by the task order contracting officer. If such a waiver is included in our proposal, award of said proposal shall be deemed a grant of the waiver.*

Substitutions

Degree	Degree + Experience Substitution	Related Experience Substitution
Associate	2 years	2 years
Bachelor	Associate + 2 years	4 years
Master	Bachelor + 2 years	6 years
Doctorate	Master + 2 years	8 years

GSA PRICES – SIN 132-51

Hourly Rates

Labor Category	Present – 5/9/2013	5/10/2013- 5/9/2014	5/10/2014- 5/9/2015	5/10/2015- 5/9/2016	5/10/2016- 5/9/2017
Product Manager II	\$195.46	\$199.37	\$203.35	\$207.42	\$213.64
Product Manager I	\$143.08	\$145.94	\$148.86	\$151.83	\$156.39
Program Manager II	\$195.46	\$199.37	\$203.35	\$207.42	\$213.64
Program Manager I	\$143.08	\$145.94	\$148.86	\$151.83	\$156.39
Principal Consultant	\$266.99	\$272.33	\$277.78	\$283.34	\$291.84
Senior Consultant	\$216.62	\$220.95	\$225.37	\$229.88	\$236.77
Consultant II	\$143.08	\$145.94	\$148.86	\$151.83	\$156.39
Consultant I	\$125.94	\$128.46	\$131.03	\$133.65	\$137.66
Principal Subject Matter Expert	\$218.64	\$223.01	\$227.47	\$232.02	\$238.98
Subject Matter Expert III	\$195.46	\$199.37	\$203.35	\$207.42	\$213.64
Subject Matter Expert II	\$167.14	\$170.48	\$173.89	\$177.37	\$182.69
Subject Matter Expert I	\$143.08	\$145.94	\$148.86	\$151.83	\$156.39
Principal Architect	\$266.99	\$272.33	\$277.78	\$283.34	\$291.84
Computer Scientist	\$218.64	\$223.01	\$227.47	\$232.02	\$238.98
Systems Integration Engineer III	\$195.46	\$199.37	\$203.35	\$207.42	\$213.64
Systems Integration Engineer II	\$169.26	\$172.65	\$176.10	\$179.62	\$185.01
Systems Integration Engineer I	\$143.08	\$145.94	\$148.86	\$151.83	\$156.39
Engineer III	\$123.93	\$126.41	\$128.94	\$131.51	\$135.46
Engineer II	\$95.72	\$97.63	\$99.59	\$101.58	\$104.63
Engineer I	\$80.60	\$82.21	\$83.86	\$85.54	\$88.10

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

Semantic Research warrants under normal use and service that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of acceptance. If within such Warranty Period the Software fails to perform the material functions described in the Documentation, Licensee may return the Product for replacement without charge, replacement, or, at Semantic Research's sole option, refund of the License Fee actually paid by Licensee.

If an implied warranty or condition is created by your state or jurisdiction and federal or state law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.

Semantic Research will not be obligated to remedy any Software defect if failure of the Software has resulted from accident, abuse, misapplication, abnormal use, virus or any non-reproducible reported error. Any replacement Software will be warranted for the remainder of the original warranty period or Ninety (90) days, whichever is longer, and Semantic Research will use commercially reasonable efforts to provide your remedy within a commercially reasonable time.

Semantic Research warrants that during the Warranty Period, the "Media" and the Documentation shall be free from defects in materials and workmanship. If any such defect or deviation appears during the Warranty Period, Licensee may, as Licensee's sole remedy with respect to such defect or deviation, return the Media or Documentation to Semantic Research for replacement without charge. The warranties set forth in this Section do not cover defects arising from modifications or misuse of the Software, Media, or Documentation after receipt by Licensee.

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

Semantic Research, Inc. without additional charge to the ordering activity, shall provide a hot line technical support number given to the ordering agency at time of purchase for the purpose of providing user set-up assistance and guidance in the implementation of the software. The technical support number (619) 222-4050 is available between 9:00AM to 5:00PM PST (Pacific Standard Time) Monday through Friday (excluding holidays) per the warranty provisions of the license agreement.

4. SOFTWARE MAINTENANCE

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

 1. Software Maintenance as a Product

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

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

 X 2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance 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)

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

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

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

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

7. TERM LICENSE CESSATION (Not Applicable)

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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 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 - (132-32 AND 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. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

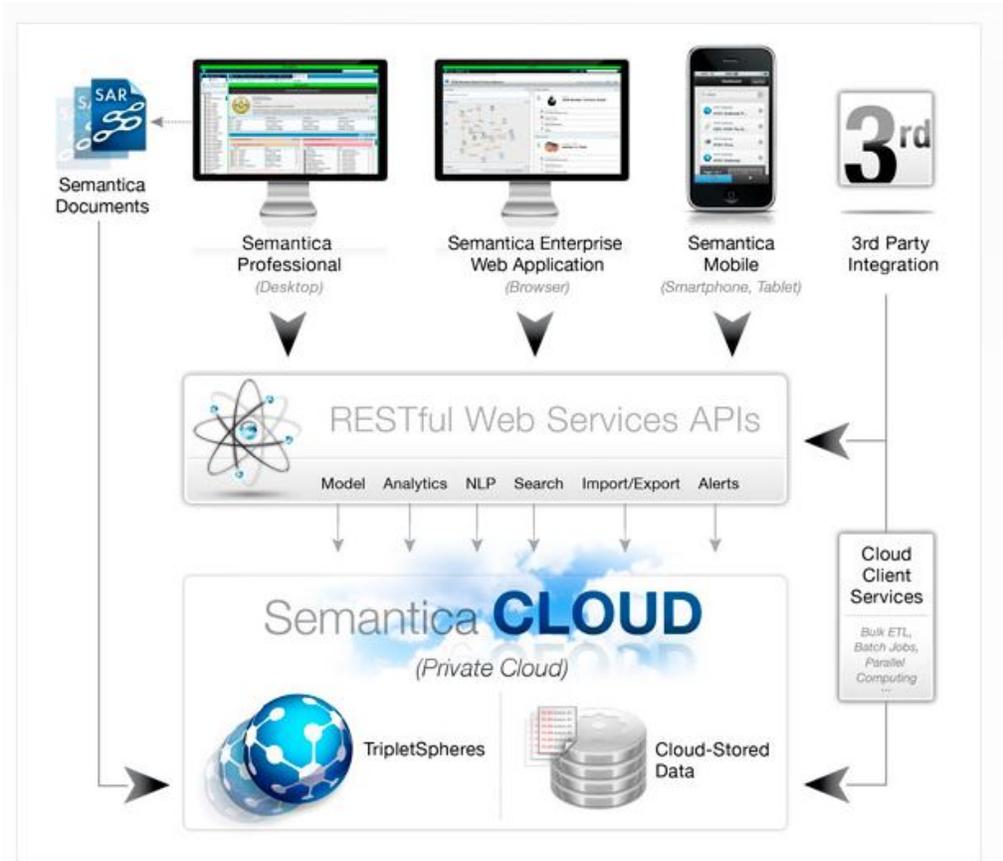
10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

See description of products and pricing offered under these SINs by the contractor to the government below.

11. RIGHT-TO-COPY PRICING

SOFTWARE DESCRIPTION

Semantica is a comprehensive platform for performing NetCentric Intelligence®. It is not specific to any particular domain of enquiry and can be adapted to suit a variety of missions and needs.



The Semantica platform is optimized for large-scale analytics, data storage and sharing/collaboration. Through its RESTful web service API's, the Semantica platform supports:

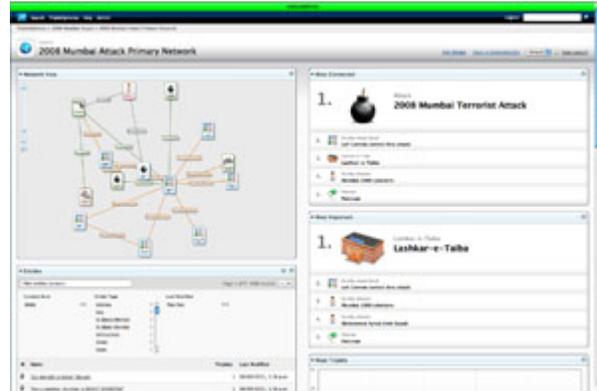
- Desktop, thick-client analysis and analytical process management
- Web-based user interface companantry that can be easily shared and embedded across systems
- Mobile and other novel interfaces
- Full API support for customer and third-party driven integration and development

The Semantica platform is being used as the basis for groundbreaking programs that rely on understanding and exploiting networks of information. It can be easily integrated into existing environments and bring immediate benefits in data management, analytics and visualization.

PRICING

Semantica® Enterprise

Semantica® Enterprise software is hosted at your facility and/or on your network server-based platform for delivering discrete components of NetCentric Intelligence to connected users and devices. Semantica Enterprise leverages the Hadoop architecture to provide near linear scaling of both storage and massively parallelized computational capability, running on commodity hardware.



Semantica Enterprise enables users to:

- Publish the results of their investigations online
- Embed NetCentric widgets on any web page
- Perform complex, graph-based analytics against massive data repositories
- Create custom, third-party interfaces to the Semantica Enterprise REST APIs
- Leverage the Enterprise back-end with the Semantica Pro desktop software

Products & Pricing (SIN 132-33)

Semantica® Enterprise Software is sold in blocks of user licenses as indicated. To calculate intermediary user licenses, multiply # of licenses to be purchased above the lowest minimum block specified by the unit list price.

SRI.Ent.5

Block of 5 user licenses	\$13,602.02
Unit Price/license	\$2,720.40

SRI.Ent.10

Block of 10 user licenses	\$20,675.06
Unit Price/license	\$2,067.50

SRI.Ent.25

Block of 25 user licenses	\$53,841.31
Unit Price/license	\$2,153.65

SRI.Ent.50

Block of 50 user licenses	\$108,816.12
Unit Price/license	\$2,176.32

SRI.Ent.100

Block of 100 user licenses	\$217,632.24
Unit Price/license	\$2,176.32

(SIN 132-34)

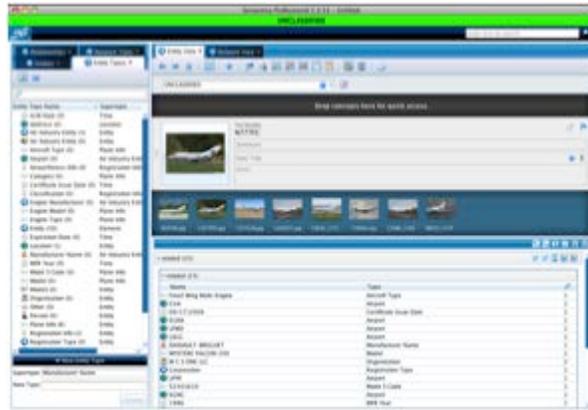
SRI.Ent.MX

Semantica Enterprise Support (Yearly)	20% of total commercial software purchase price
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Annual support and maintenance. Includes in-series upgrades and electronic support.

Semantica® Pro

Semantica® Pro is the premiere knowledge representation software utilizing semantic networks – the model brains use to form conceptual relationships between people, places, events and ideas. Semantica’s abstract data model supports fusion of data from virtually any source into a common user-interface. Analysts get a powerful, accurate, intuitive tool to connect the dots between complex networks of disparate information. Semantica Pro reads from enterprise databases, performs entity extraction on unstructured text, supports user-annotation, creates complex and instructive concept maps and can even generate original written output. 3-dimensional networks of semantic data can be layered over geospatial imagery – either output to GoogleEarth, or Semantica’s internal GIS environment.



Products & Pricing (SIN 132-33)

SRIPRO Semantica Professional 4 (Single User License) \$1,974

Provides extensive semantic network-based data fusion, analysis and visualization.

SRIPRO.GIS Semantica Pro + GIS Module \$ 986

Adds internal Geospatial Information System for viewing semantic network data in geospatial context and changes over time.

SRIPRO.NLP Semantica Pro + NLP Module \$5,921

Adds industry-leading Natural Language Processing capabilities for analyzing unstructured text documents, automatically creating networks of the information they contain and displaying the results in Semantica. (Includes natural language question and answer capabilities and intelligent summarization and gist of unstructured text documents)

Bundles & Pricing

SRIPRO.ANLST Analyst Bundle \$6,848

Semantica Pro 4 + NLP

SRIPRO.CMPLT Complete Bundle \$7,249

Semantica Pro 4 + NLP and GIS Modules

(SIN 132-34)

SRIPRO.MX Semantica Support (Yearly)

20% of total commercial software purchase price

Annual support and maintenance. Includes in-series upgrades and electronic support.

Term Software Licensing Option (SIN 132-32)

As an alternative to perpetual pricing, a Term Licensing Option (annual fee pricing) is available for purchases of greater than 299 units of any single product. The term licensing fee is based on the total Perpetual Ownership Cost, plus Annual Maintenance, less a discount based on quantity, and is due annually.

- > 299 Units 35% of total perpetual license cost plus annual maintenance
- > 799 Units 30% of total perpetual license cost plus annual maintenance
- > 1,999 Units 25% of total perpetual license cost plus annual maintenance

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

ATTN: Dorie Kelly, Chief of Staff
4922 N Harbor Dr.
San Diego, CA 92106
Telephone : (619) 222-4050
Fax Number: (619) 225-5665

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

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

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

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

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

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

Here is a general outline on how it works:

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