SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
Application Software
Microcomputers

Note: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces 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.

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
Application Software
Microcomputers

SIN 132-34 - MAINTENANCE OF SOFTWARE
SIN 132-51- INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC Class D308 PROGRAMMING SERVICES
Programming Services
FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS
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 <u>not</u> 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.

SYSTRAN Software, Inc.
4445 Eastgate Mall, Suite 310
San Diego, CA 92121
Phone: 858.457.1900
Fax: 858.457.0648
www.systransoft.com

Contract Number: GS-35F-0364V
Period Covered by Contract: April 14, 2014 – April 13, 2019
Pricelist current through Modification ...., dated ....

General Services Administration
Federal Supply Service

Products and ordering information in this Authorized FAS 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
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.
[**X**] The Geographic Scope of Contract will be domestic delivery only.

2.   CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION
Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit 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.

<div align="center">

SYSTRAN Software, Inc.
4445 Eastgate Mall, Suite 310
San Diego, CA 92121

</div>

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **858-457-1900**

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

4.   STATICAL 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: **06-617-5266**
Block 30: Type of Contractor: **B. Other Small Business**

Block 31: Woman-Owned Small Business: **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **95-2558958**
a. CAGE Code: **1A429**
b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	**30** Days
132-33	**30** Days
132-34	**30** Days
132-51	**As agreed with Ordering Agency**

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS
Prices shown are NET Prices; Basic Discounts have been deducted.
a. Prompt Payment: **0%** - **30** days from receipt of invoice or date of acceptance, whichever is later.
b. Quantity: **None**
c. Dollar Volume: **None**
d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts as all other Government customers**
e. Other: **None**

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

10. SMALL REQUIREMENTS
The minimum dollar value of orders to be issued is **$100**.

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 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 - Maintenance of Software
Special Item Number 132-51 - (IT) Professional Services

12. USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS. In accordance with FAR 8.404
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. **SECURITY 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. <u>Organizational Conflicts of Interest:</u> 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. <u>Documentation/Standards:</u> 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. <u>Data/Deliverable Requirements:</u> Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

i. <u>Government-Furnished Property:</u> As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

j. <u>Availability of Funds:</u> 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 INCIDENTAL, NON-SCHEDULE 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:
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: **www.systransoft.com**

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

24.   ORDERS BY FEDERAL GOVERNMENT CONTRACTORS

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.

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

</div>

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) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7.   RESPONSIBILITIES OF THE CONTRACTOR

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

8.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT 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, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 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 SERVICES AND PRICING

Programming Services (D308)
Other ADP & Telecommunication Services (D399)
SYSTRAN is the market leading machine translation solutions provider. The company's advanced language translation software helps enterprises and individuals communicate more effectively in multiple languages. SYSTRAN's software instantly translates text from and into 52 languages for individuals to understand and publish any type of information. Use of SYSTRAN products and solutions increases business productivity in enterprise collaboration, eCommerce, customer support, knowledge management, search, and other initiatives.

In 2009 SYSTRAN extended its position as the industry's leading innovator by introducing the first hybrid machine translation engine. This breakthrough combines the advantages of linguistic technology with statistical techniques so the software automatically learns from existing and validated translations. SYSTRAN's hybrid machine translation solution is easy and quick to customize. The self-learning techniques allow users to train the software to any specific domain or business objective to achieve cost-effective publishable quality translations.

Labor Categories
SIN 132–51

Administrator (ADM): Individuals filling this position operate data entry devices, provide clerical support to linguists, compile and prepare reports, compose correspondence, and update the library of linguistic documentation manuals. They shall have a high-school diploma or GED. They must be computer literate, type 80-85 words per minute, have a high-school diploma or GED or a comparable combination of experience and education.
SubSINs: D308, D399

Engineering Program Manager (EPM): This individual shall have overall responsibility for the day-to-day operations of all MT development. This individual shall provide the leadership and expertise for all software programs, provide technical trouble shooting for customers, develop a comprehensive understanding of the systems architecture, be responsible for backup procedures and quality control, and be knowledgeable about up-to-date fast-breaking computer technologies. This individual shall have as a minimum a Master's Degree from a four-year college or university or six years of computer programming experience, and knowledge of Assembler, "C", "C++".
SubSINs: D308, D399

Junior Linguist (JLEX): Individuals filling this category shall have extensive knowledge of the grammar and structure of one foreign language and a general understanding of program and dictionary code, sufficient to enable them to manipulate the code to modify and enhance system performance for the appropriate language pair. These individuals shall have as a minimum a Bachelor's Degree from a four-year college or university or one to two years work in an academic environment.
SubSINs: D308, D399

Junior Software Engineer (JSE): Individuals filling this category shall write, construct, modify, and develop current programs in use, including interface code, and design, build, and document utility programs for improved systems and linguistic support. These individuals shall possess as a minimum a Bachelor's Degree from a four-year college or university or six years of equivalent experience.
SubSINs: D308, D399

Lexicographer (LEX): Individuals filling this category shall encode foreign language terminology into MT dictionaries. These individuals shall have near-native bilingual fluency in a designated foreign language with excellent academic knowledge of and literacy in this language. A general knowledge of linguistics is recommended. These individuals shall possess a Bachelor's Degree in linguistics or languages from a four year college or university or at least one year of work in an academic environment.
SubSINs: D308, D399

Linguist (L): Individuals filling this category shall program linguistic rules for MT. These individuals shall possess excellent academic knowledge of and literacy in the standard dialect of a designated foreign language and basic knowledge of linguistics. These individuals shall have as a minimum a Bachelor's Degree from a four-year college or university or two to three years of work in an academic environment.
SubSINs: D308, D399

Linguistic Program Manager (LPM): The Linguistic Program Manager shall oversee the day-to-day operations of the work specific to a given language pair or pairs. The Linguistics Program Manager shall have overall responsibility for the entire language-specific development in all systems, to include tasking, scheduling, cost, manning, dictionary statistics, and other ancillary administrative tasks. The Linguistics Program Manager shall possess, as a minimum, a Master's degree in Linguistics or Foreign language from a four-year college or university or four to six years' experience as a linguist in the development of MT systems.
SubSINs: D308, D399

Programmer Analyst (PA): Individuals filling this category provide generalized computer support, both in-house and at user sites; design and build utility programs and interface programs; and work cooperatively to integrate systems programming with linguistic programming. These individuals shall possess as a minimum a Bachelor's Degree from a four-year college or university or three to four years related experience and have a solid understanding of Perl and basic familiarity with computer hardware, software, and operations.
SubSINs: D308, D399

Senior Lexicographer (SLEX): Individuals filling this category shall supervise the coding, updating, testing, and documenting of MT dictionaries. These individuals shall have near-native fluency in a foreign language and general knowledge of linguistics. In addition these individuals shall have a minimum of a Bachelor's from a four-year college or university or three years of work in a supervisory position and one to two years of experience in MT dictionary development.
SubSINs: D308, D399

Senior Linguist (SL): Individuals filling this category shall have responsibility for managing the development and programming of an MT system or a group of MT systems. Their responsibility includes management and supervision of Linguists, Junior Linguists, and lexicography; developing designated program modules; developing and integrating linguistic rules into MT systems; and quality control and evaluation of new version system deliveries. Individuals fulfilling this category shall have a Bachelor's Degree in linguistics or languages from a four-year college or university or at least four years of experience as a linguist in developing MT systems.
SubSINs: D308, D399

Software Engineer (SE): Individuals filling this category shall design, document, write, modify, and develop current programs in use, including interface code, and design, build, and document utility programs for improved systems and linguistic support. These individuals shall possess as a minimum a Bachelor's Degree from a four-year college or university or six years of equivalent experience. They must possess a solid understanding of "'C" and "C++" programming, version control and build tools, Perl, database development, networking protocols and software engineering practices.
SubSINs: D308, D399

GSA Rates
SIN 132-51

Labor Category	GSA Hourly Rate w/IFF
Administrator (ADM)	$68.56
Engineering Program Manager (EPM)	$168.77
Junior Linguist (JLEX)	$72.52
Junior Software Engineer (JSE)	$89.36
Lexicographer (LEX)	$60.35
Linguist (L)	$90.64
Linguistic Program Manager (LPM)	$149.07
Programmer Analyst (PA)	$75.44
Senior Lexicographer (SLEX)	$72.52
Senior Linguist (SL)	$137.27
Software Engineer (SE)	$115.69

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENCES (SPECIAL ITEM NUMBER 132-32), PERPEUAL 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 postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **GUARANTEE/WARRANTY**

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

   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 **858-457-1900** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 0700 to 1900 Central Time, Mondays through Fridays, excluding the 6 national holidays.

4. **SOFTWARE MAINTENANCE**

   a. Software maintenance service shall include the following: **See price list for details.**

   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 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 maintenance, the period of the term licenses and 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 maintenance orders citing the new appropriation shall be required, if the term licenses and 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 maintenance is to be terminated at that time. Orders for the continuation of term licenses and maintenance will be required if the term licenses and maintenance is to be continued during the subsequent period.

6   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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 (l0) 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

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 l32-34, 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
The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11.   RIGHT-TO-COPY PRICING
Right- to- copy pricing is not offered under this contract.

GSA Awarded Rates
SIN 132-32, 132-33, 132-34

SYSTRAN - USG 7 Premium

Premium US Government Edition perpetual license brings innovative machine translation (MT) and automatic customization tools to the desktop. Save and repurpose previous **translations** and language data for future use. Create translation memories with the new Document Aligner. Translate and access your language data from your PC or when online. Preserves original document layouts. Streamlines and automates translation workflow. Translates foreign language Web pages, emails, and documents. Interactive Translator translates texts anytime without size limitations and provides instant access to all dictionaries in the Dictionary Lookup. Multiple file format support for: Word, PDF, OpenOffice (ODT, ODS, ODP), Excel, PowerPoint, TXT, RTF, HTML, TMX, and MultiTerm. Create personalized User Dictionaries, Translation Memories, and Normalization Dictionaries. Linguistic options and included specialized dictionaries/domains help you achieve high translation quality. Translates Web pages directly from Internet Explorer, Firefox and MS Office documents directly from Microsoft Word, Excel, PowerPoint and email directly from Outlook. Language pairs bundled in USG edition are: Bidirectional (into/from English): Arabic, Chinese, Dutch, French, German, Greek, Italian, Japanese, Korean, Polish, Portuguese, Russian, Spanish, and Swedish,) Mono-directional (into English): Albanian, Czech, Farsi, Hindi, Serbo-Croatian, Slovak, Ukrainian, and Urdu. www.systransoft.com/translation-products/desktop/systran-7-premium-translator

Product #	Description	# of Copies	GSA Price w/IFF
P7-7-USG-ESD	Full Product, Single User	1	$482.63
P7-71-USG-ESD	USG Premium Volume License	5 – 25	$427.76
P7-72-USG-ESD	USG Premium Volume License	26 - 50	$402.60
P7-73-USG-ESD	USG Premium Volume License	51 – 100	$377.44
P7-74-USG-ESD	USG Premium Volume License	101 – 250	$352.27
P7-75-USG-ESD	USG Premium Volume License	251 – 500	$327.12
P7-76-USG-ESD	USG Premium Volume License	501 – 1000	$301.95
P7-77-USG-ESD	USG Premium Volume License	1001+	$251.62

SYSTRAN - Global Server 7 - Translation Server

Scalable, extensible and customizable Hybrid machine translation (MT) engine, combines **rule-based (RbMT) and statistical machine translation (SMT). Organizations** can add translation functionalities to any enterprise application through open APIs. Administration tools allow for easy maintenance, activity reporting, and managing user permissions. Users can access the functions through Online Tools, a Web-based interface with which users can instantly translate texts, emails, Web pages, RSS feeds, and documents in a wide variety of file formats, while preserving the original document layout in their translations. Dictionary lookup tool provides instant access to alternative meanings of selected terms from both built-in dictionaries and user-defined dictionaries. Users can improve and control translation quality with 5 built-in dictionaries that cover 20 domains, and user-defined profiles. Language pairs available are: Bidirectional (into/from English): Arabic, Chinese, Dutch, French, German, Greek, Italian, Japanese, Korean, Polish, Portuguese, Russian, Spanish, and Swedish,) Mono-directional (into English): Albanian, Czech, Farsi, Hindi, Serbo-Croatian, Slovak, Ukrainian, Urdu and others upon special request. www.systransoft.com/translation-products/server/systran-enterprise-server

Product #	Description	Type	# of Server(s)	GSA Price w/IFF
EG7-2A2-11-PF	First bidirectional LP	Full	1	$101,556.00
EG7-2A2-12-PF	First bidirectional LP	Full	2 to 5	$74,051.25
EG7-2A2-13-PF	First bidirectional LP	Full	6+	$42,315.00
EG7-2A2-21-PF	Additional bidirectional LP	Full	1	$10,155.60
EG7-2A2-22-PF	Additional bidirectional LP	Full	2 to 5	$7,405.13
EG7-2A2-23-PF	Additional bidirectional LP	Full	6+	$4,231.50

Product #	Description	UOM	# of Server(s)	GSA Price w/IFF
EG7-2A1-11-PF	USG Global Server 7 - Translation Server First mono-directional LP	Full	1	$50,778.00
EG7-2A1-12-PF	USG Global Server 7 - Translation Server First mono-directional LP	Full	2 to 5	$37,025.63
EG7-2A1-13-PF	USG Global Server 7 - Translation Server First mono-directional LP	Full	6+	$21,157.50
EG7-2A1-21-PF	USG Global Server 7 - Translation Server - Each additional mono-directional LP	Full	1	$5,077.80
EG7-2A1-22-PF	USG Global Server 7 - Translation Server - Each additional mono-directional LP	Full	2 to 5	$3,702.56
EG7-2A1-23-PF	USG Global Server 7 - Translation Server - Each additional mono-directional LP	Full	6+	$2,115.75

SYSTRAN - Global Server 7 – Translation Server – Application Packs

SYSTRAN User Tools Plus:
Provides online and offline users with SYSTRAN Toolbar plugins for Microsoft Office products (Word, Excel, PowerPoint, Outlook), as well as for the Internet Explorer and Firefox web browsers. With these plugins, users can access SYSTRAN Translation Server translation and lookup functions directly from the aforementioned applications. www.systransoft.com/translation-products/server/systran-enterprise-server/application-packs

SYSTRAN Expert Tools Plus:
Provides online and offline users with two customization tools: SYSTRAN Dictionary Manager (SDM) and SYSTRAN Translation Project Manager (STPM). SDM lets users customize translations by adding their own terminology and translation memories into the translation process. Users can manage and store their linguistic resources on a centralized server to ensure consistent use of terminology and reuse of translations across the enterprise. STPM is a translation workbench used to create, manage, and post-edit translation projects which closely interacts with SDM and offers powerful review tools for terminology, translation memories, analysis, and QA. www.systransoft.com/translation-products/server/systran-enterprise-server/application-packs

Product#	Description	GSA Price w/IFF
EG7-2E0-05-PF	User Tools Plus -allow for both online and offline use	$10,578.75
EG7-2F0-05-PF	Expert Tools Plus -allow for both online and offline use	$21,157.50

SYSTRAN - Global Server 7 – Training Server

Requires SYSTRAN - Global Server 7 - Translation Server: Independently train Enterprise Server to any selected domain, language or objective and produce publishable-quality translations. Automatically learns from existing and validated translations and updates itself as these translations are reused. Includes SYSTRAN Corpus Manager which acquires, manages and stores parallel texts and language assets; and SYSTRAN Training Manager which runs iterative training cycles based on predefined training tasks to fine-tune translation quality. Training tasks include resource extraction, baseline evaluation, dictionary validation and document alignment. Hybrid Training: Enhance the quality of the MT engine by training it statistically with your own text corpuses. Statistical Training: SMT training process lets you build new language pairs even when there is no Systran RbMT baseline. Resource Extraction: Create User Dictionaries from your training corpus and automatically create dictionaries that enhance the quality of the engine. Language pairs available are: Bidirectional (into/from English): Arabic, Chinese, Dutch, French, German, Greek, Italian, Japanese, Korean, Polish, Portuguese, Russian, Spanish, and Swedish,) Mono-directional (into English): Albanian, Czech, Farsi, Hindi, Serbo-Croatian, Slovak, Ukrainian, Urdu, and others upon special request. Unlimited User-defined Language pairs can be licensed as well to run on SYSTRAN Translation Server.
www.systransoft.com/translation-products/server/systran-enterprise-server/training-server

Product #	Description	UOM	# of Server(s)	GSA Price w/IFF
EG7-2B2-11-PF	First bidirectional LP	Full	1	$67,704.00
EG7-2B2-12-PF	First bidirectional LP	Full	2 to 5	$49,367.50
EG7-2B2-13-PF	First bidirectional LP	Full	6+	$28,210.00
EG7-2B2-21-PF	Additional bidirectional LP	Full	1	$6,770.40
EG7-2B2-22-PF	Additional bidirectional LP	Full	2 to 5	$4,936.75
EG7-2B2-23-PF	Additional bidirectional LP	Full	6+	$2,821.00

Product #	Description	UOM	# of Server(s)	GSA Price w/IFF
EG7-2B1-11-PF	USG Global Server 7 - Training Server First mono-directional LP	Full	1	$33,852.00
EG7-2B1-12-PF	USG Global Server 7 - Training Server First mono-directional LP	Full	2 to 5	$24,683.75
EG7-2B1-13-PF	USG Global Server 7 - Training Server First mono-directional LP	Full	6+	$14,105.00
EG7-2B1-21-PF	USG Global Server 7 - Training Server additional mono-directional LP	Full	1	$3,385.20
EG7-2B1-22-PF	USG Global Server 7 - Training Server additional mono-directional LP	Full	2 to 5	$2,468.38
EG7-2B1-23-PF	USG Global Server 7 - Training Server additional mono-directional LP	Full	6+	$1,410.50

Maintenance for Perpetual License Software

SYSTRAN Annual Maintenance fee = 15% of the Perpetual License fee, covering:
Software updates and Monday-Friday, 9am-5pm PST Online and Phone-based Technical support.
Upgrade to a new version: = 30% of the Perpetual License fee for customers who are currently under Maintenance.
Software installation on a development or staging server = 50% of the full license fee.

USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

SYSTRAN Software, 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:

Denis Gachot
Phone: (858) 457-1900 x 403
Email: gachot@systransoft.com

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

(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.

SYSTRAN Software, Inc. END-USER LICENSE AGREEMENT FOR SYSTRAN SOFTWARE SYSTRAN Desktop
Products including SYSTRAN USG Premium and Application Packs

PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY.

THE GSA CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS EULA.

IF THE GSA CUSTOMER DOES NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE. THE GSA
CUSTOMER MAY RETURN IT TO THE GSA CUSTOMER'S PLACE OF PURCHASE FOR A FULL REFUND IF
APPLICABLE.

GENERAL: This End-User License Agreement ("EULA") is a legal agreement between the GSA Customer
(a single entity) and SYSTRAN Inc. (SYSTRAN). This EULA governs the Software which includes
computer software in object code form (including online and electronic documentation) and any
associated media and printed materials. This EULA applies to updates, supplements, add-on
components, and Internet-based services components of the Software that SYSTRAN may provide or
make available to the GSA Customer. This EULA also governs any product support services relating to
the Software except as may be included in another agreement between you and SYSTRAN.

1. GRANT OF LICENSE: SYSTRAN grants the GSA Customer the following non-exclusive, non-transferable
(unless as described under Section 13 "Software Transfer") rights provided that the GSA Customer
complies with all terms and conditions of this EULA:

2.1 Installation and use. The GSA Customer may:
install and use a copy of the Software on one personal computer or other device; and
install an additional copy of the Software on a second, portable device for the exclusive use of the primary
user of the first copy of the Software.

2.2 Alternative Rights for Storage/Network Use. As an alternative to Section 2.1(a), the GSA Customer may
install a copy of the Software on a network storage device, such as a server computer, and allow one
access device, such as a personal computer, to access and use that licensed copy of the Software over
a private network. The GSA Customer must obtain a license to the Software for each additional device
that accesses and uses the Software installed on the network storage device, except as permitted by
Section 2.4 of this EULA.

2.3 License Grant for Remote Desktop. The GSA Customer may use remote access technologies to
access and use the GSA Customer's licensed copy of the Software, provided that only the primary user
of the device hosting the remote desktop session accesses and uses the Software with a remote access
device. These remote desktop rights do not permit the GSA Customer to use the Software on both the
device hosting the remote desktop session and the access device at the same time.

2.4 License Grant for Remote Assistance. The GSA Customer may permit any device to access and use
the GSA Customer's licensed copy of the Software for the sole purpose of providing the GSA Customer

SYSTRAN Software, Inc. 4445 Eastgate Mall, suite 310 - San Diego, CA - 92121 - (858) 457-1900

with technical support and maintenance services.

2.5 License Grant for Documentation. The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only. The GSA Customer agrees to exclude any type of use not expressly authorized, including translation of the Software, adaptation, creation of derivative programs, change or arrangement, in whole or in part, without prior written permission from SYSTRAN. Any use other than that provided for under this EULA requires execution of a new GSA Customer Purchase Order.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

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7.   CONSENT TO USE OF DATA. The GSA Customer agrees that SYSTRAN and its affiliates may collect and use technical information gathered as part of the product support services provided to the GSA

8.   Customer, if any, related to the Software. SYSTRAN may use this information solely to improve SYSYTRAN products or to provide customized services or technologies to the GSA Customer and will not disclose this information in a form that personally identifies the GSA Customer or any of its employees, agents, consultant and/or independent contractors (collectively referred to as "employees," hereinafter).

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10.   ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that SYSTRAN may provide to the GSA Customer or make available to the GSA Customer after the date the GSA Customer obtains its initial copy of the Software.

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11.   UPGRADES. To use Software identified as an upgrade, the GSA Customer must first be licensed for the software identified by SYSTRAN as eligible for the upgrade. After installing the upgrade, the GSA Customer may no longer use the original software that formed the basis for the GSA Customer's upgrade eligibility, except as part of the upgraded software.

12.   NOT FOR RESALE SOFTWARE. Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

13.   SEPARATION OF COMPONENTS. The Software is licensed as a single product. Its component parts may not be separated for use on more than one device.

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17. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that the GSA Customer might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of SYSTRAN under any provision of this EULA and the GSA Customer's exclusive remedy hereunder (except for any remedy of repair or replacement elected by SYSTRAN with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages that the GSA Customer incurs in reasonable reliance on the Software up to the amount actually paid by the GSA Customer for the Software or US $5.00. The foregoing limitations, exclusions and disclaimers (including Sections 14, 15 and 16) shall apply to the maximum extent permitted by applicable federal law, even if any remedy fails its essential purpose. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from SYSTRAN's negligence; (2) for fraud; (3) for express remedies under law or the contract; or (4) for any other matter for which liability cannot be excluded by law.

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18. CONFIDENTIALITY. The GSA Customer agrees not to disclose any documents or information communicated by SYSTRAN in the course of the performance of this EULA and the GSA customer also agrees to have these measures observed by the GSA Customer's employees. When the end user is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. SYSTRAN recognizes that Federal

agencies are subject to the Freedom of Information Act, 5 U.S.C. § 552, and that courts of competent jurisdiction may require certain information to be released. SYSTRAN recognizes that some information may be released despite the vendor's characterization of it as "confidential".

19.   APPLICABLE LAW DISPUTES. This EULA is governed by United States Federal Law.

20.   FORCE MAJEURE. Pursuant to FAR 52.212-4(f), neither party shall not be held liable in case of impossibility or delay in performance of the EULA due to labor disputes, force majeure or any other event beyond its control.

21.   ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum, amendment or exhibits thereto) together with the underlying GSA Schedule Contract, the Schedule Price List, and any applicable GSA Customer Purchase Order(s) constitute the entire agreement between the GSA Customer and SYSTRAN relating to the Software and the support services and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

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