

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NUMBER		PAGE 1 OF 28
2 CONTRACT NO. NNG07DA47B	3 AWARD/EFFECTIVE DATE 5/1/07	4 ORDER NUMBER
5. SOLICITATION NUMBER		6 SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: a. NAME Darlene E. Dorsey		b. TELEPHONE NUMBER (No collect calls) (301) 286-5063
8. OFFER DUE DATE/ LOCAL TIME		

9. ISSUED BY NASA Goddard Space Flight Center Mission Enabling Procurement Office Code 210.M 8800 Greenbelt Road Greenbelt, MD 20771	CODE 210	10. THE ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 641519 SIZE STANDARD: 150
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>	13b. RATING DO-C9
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15. DELIVER TO As Specified on Each Delivery Order	CODE	16. ADMINISTERED BY NASA/GSFC	CODE 210.4
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17a. CONTRACTOR/OFFEROR GovWare, LLC Attn: James Hawkins 6330 Boone Boulevard, suite 320 Vienna, VA 22182 TELEPHONE NO. (703) 288-3918	CODE 309m5	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Specified on Each Delivery Order	CODE 155
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Addendum A.1.1.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA Information Specified on Each Delivery Order	26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$6.6B
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. _____ OFFER

DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>James A. Hawkins</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Darlene Dorsey</i>
30b. NAME AND TITLE OF SIGNER (Type or print) James A. Hawkins President & CEO	31b. NAME OF CONTRACTING OFFICER (Type or print) Darlene Dorsey
30c. DATE SIGNED 27 April	31c. DATE SIGNED 5/1/07

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

I. CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (52.212-4) (FEB 2007)	3
ADDENDUM 1- SCHEDULE AND ADDITIONAL CLAUSES	7
A.1.1. DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988).....	7
A.1.2. SUPPLIES AND/OR SERVICES TO BE FURNISHED.....	7
A.1.3. PROCEDURES FOR ORDERS.....	7
A.1.4. ORDERING (52.216-18) (OCT 1995).....	8
A.1.5. INDEFINITE QUANTITY (52.216-22) (OCT 1995).....	8
A.1.6. MINIMUM AND MAXIMUM QUANTITIES.....	8
A.1.7. DISCOUNTS FOR TECHNOLOGY EQUIPMENT.....	9
A.1.8. ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989).....	9
A.1.9. MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003).....	10
A.1.10. TIME OF DELIVERY.....	10
A.1.11. PARTIAL SHIPMENTS.....	11
A.1.12. INDIVIDUALS AUTHORIZED TO ISSUE ORDERS.....	11
A.1.13. APPROVAL OF CONTRACT (52.204-1) (DEC 1989).....	11
A.1.14. EXTENDED WARRANTY.....	11
A.1.15. MISSION CRITICAL WARRANTY – NASA SITES.....	12
A.1.16. ELECTRONIC DATA AND REPORT INTERCHANGE.....	12
A.1.17. OTHER FEDERAL AGENCY UTILIZATION.....	12
A.1.18. CERTIFICATE OF MAINTAINABILITY.....	12
A.1.19. SUBSTITUTE/ENHANCEMENTS FOR SPECIALIZED EQUIPMENT/SOFTWARE TO ACCOMMODATE USERS WITH DISABILITIES.....	13
A.1.20. TECHNOLOGY REFRESHMENT.....	13
A.1.21. ORDER LIMITATIONS (52.216-19) (OCT 1995).....	14
A.1.22. FAIR OPPORTUNITY AND REQUESTS FOR QUOTES.....	15
A.1.23. INVOICES – SUBMISSION OF.....	15
A.1.24. DD 250 USAGE.....	15
A.1.25. F.O.B. DESTINATION (52.247-34) (NOV 1991).....	15
A.1.26. DELIVERY AND OTHER CHARGES.....	16
A.1.27. EXPORT LICENSES (1852.225-70) (FEB 2000).....	16
A.1.28. CONTRACTOR COLLECTION OF AGENCY ADMINISTRATIVE HANDLING FEE.....	17
A.1.29. OMBUDSMAN (1852.215-84) (OCT 2003)--ALTERNATE I (JUNE 2000).....	18
A.1.30. SAFETY AND HEALTH (SHORT FORM) (52.223-72) (APR 2002).....	18
A.1.31. MAJOR BREACH OF SAFETY OR SECURITY (1852.223-75) (FEB 2002).....	19
A.1.32. CONTRACTOR PERFORMANCE ASSESSMENT.....	20
A.1.33. RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005).....	20
A.1.34. USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990).....	21
A.1.35. NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997).....	21
A.1.39. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (NOV 2004) DEVIATION.....	22
II. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (52.212-5) (NOV 2006)	25
ADDENDUM 2 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	28
LIST OF ATTACHMENTS.....	28

I. CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (52.212-4) (FEB 2007)

a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.**

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

ADDENDUM 1- SCHEDULE AND ADDITIONAL CLAUSES

A.1.1. DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall perform and/or deliver the following:

Item	Description	Reference	Schedule	Shipping Classification
01	Annual Self-Certification	Clause A.1.32	Annually	IV
02	Information Technology (IT) Security Plan and Assessment Plans	Clause A.1.39	30 Days After Contract Award	IV
03	Certificate of Maintainability	Clause A.1.18	Within 20 days from request	IV
04	Post-Order Reports	Attachment D (D.4)	Weekly	IV
05	Administrative Handling Fee Report	Attachment D (D.6)	Quarterly	IV

(End of text)

A.1.2. SUPPLIES AND/OR SERVICES TO BE FURNISHED

The Contractor shall provide all supplies and services in accordance with Attachment C, Statement of Work, and as described in Addendum 2, Attachments A (Technical Specifications) & B (Mandatory Deliverables) and in accordance with the prices in Attachment F for Category B, Class 9.

(End of Text)

A.1.3. PROCEDURES FOR ORDERS

Supplies or services to be furnished under this contract shall be specified by the issuance of firm fixed price delivery orders from any Government agency priced in accordance with Clause A.1.7 and Attachment F, Pricing Exhibits. Such orders may be issued from the effective date of the contract through the ordering period. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last date of the last item to be delivered in the issued delivery order schedule.

The issuing Contracting Officer may negotiate additional terms and conditions for a specific order. (e.g. The ordering Agency IT security policies, procedures and requirements or leasing of SEWP equipment may be included in individual orders.) This contract shall prevail in the event of conflict with any order.

Delivery orders will identify the exact destination for shipment and warranties, which is limited to the United States and its possessions. Shipments to United States Government installations located outside the U.S. and its possessions are per mutual agreement between the ordering Government Agency and Contractor.

The firm-fixed price for each delivery order may not be increased except when authorized by a modification to the delivery order. If the Contractor decreases the price of any item ordered, they shall notify the issuing Contracting Officer via e-mail within 2 business days.

The price of each item in a delivery order shall be no greater than the price in the SEWP database of record on the date the issuing Contracting Officer signs the order or the date of the order field if the signature date is not present.

All delivery orders shall be submitted directly to the SEWP Business Operations Workstation Laboratory (BOWL) whose functions are described in Addendum 2, Attachment C, prior to acceptance and processing of the delivery order by the contractor.

(End of text)

A.1.4. ORDERING (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date of this contract through a seven (7) year period afterwards (the effective ordering period).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

A.1.5. INDEFINITE QUANTITY (52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed to be purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last date of the last item to be delivered in the issued delivery order schedule.

(End of clause)

A.1.6. MINIMUM AND MAXIMUM QUANTITIES

As referred to in the "Indefinite Quantity" clause of this contract, the minimum amount ordered shall be \$2,500 per class.

The Government guarantees to issue one or more orders for a total amount not less than the minimum. There will be no further obligation on the part of the Government to issue additional orders thereafter.

The maximum ordering value of each contract shall not exceed \$ 5,600,000,000.

(End of text)

A.1.7. DISCOUNTS FOR TECHNOLOGY EQUIPMENT

The Contractor shall offer a discount which will be applied against a commercial list price. The discount(s) proposed will be applied to all Technology Equipment purchases for the life of the contract(s). The Government requires that all items be available to order throughout the life of this contract, if available from the Original Equipment Manufacturer (OEM).

The price of all CLINs in Attachment F, Pricing Exhibits must be equal to or less than the price for the same offering on the Contractor's current GSA Schedule after discounting for any GSA or other Government fee such as the 0.75% GSA fee. If the product is not available on the Contractor's current GSA schedule, then the SEWP contract price must be equal to or less than the same offering on the Contractor's current commercial price list. The Contractor shall notify the SEWP Contracting Officer and the ordering Agency Contracting Officer, within seven working days, of changes to commercial prices and GSA prices below the offering price listed in this contract. If the Contractor's current GSA Schedule Contract price list after discounting any GSA or other Government fee or the Contractor's current commercial price list is lower than the above discounted price, the Government retains the right to order at the lesser amount.

CATEGORY B - PRODUCT CLASSIFICATIONS

All items offered under the contract, whether mandatory products, additional technology or available components shall be associated with a Product Classification Group and Classification Description Subgroup. The valid set of Product Classifications is pre-defined as listed in Attachment F, Pricing Exhibits and cannot be added to or deleted from or otherwise changed. One Classification Description Subgroup is predefined with an associated Classification Subgroup Discount of 0%. The Contractor may propose additional Classification Description Subgroups and an associated price discount. The discount for each item on contract will be automatically assigned based on the Product Classification Group and Classification Description Subgroup associated with that item.

These discounts shall remain constant over the life of the contract, and the applicable Classification Subgroup discount shall be used when adding new equipment to the contract.

Training and Documentation

Training and Documentation (both on-line and hardcopy) CLINS may be provided if the training and documentation directly relates to the product CLINs provided on the contract.

Service Restrictions

Agencies may utilize SEWP contracts to purchase integration and analyst services using the Service CLINs on the contract provided that the services are firm fixed price and directly support the site planning, installation and initial implementation of associated equipment/product purchased either on that delivery order or purchased previously and referenced on that delivery order. For site planning services, the delivery order for those services must include a clear Statement of Work describing the technology requirements to be acquired based on the site planning.

Labor services other than site planning, installation and initial implementation may be purchased using the Service CLINs on the contract provided that all such services are firm fixed price and directly support the associated equipment purchased on that delivery and provided that these additional services do not exceed 10% of the price of the associated equipment/products. This labor shall not be purchased separately from the related product purchase.

(End of text)

A.1.8. ACCEPTANCE—MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)

The issuing Contracting Officer or authorized Government representative, as identified on the order, will accomplish acceptance as specified on each order.

The issuing Contracting Officer may designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

Acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 7th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of text)

A.1.9. MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003)

NOTE: This clause is applicable to GSFC and Wallops delivery orders only.

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

(1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one of the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

Receiving and Inspection (Code 279), Goddard Space Flight Center, Greenbelt, MD 20771.

Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 18-46.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

A.1.10. TIME OF DELIVERY

The Government requires delivery to be made in accordance to the following schedule(s):

1. **Standard Delivery:** Items shall be delivered within 30 days of receipt and processing of the Delivery Order at the SEWP BOWL, for non-credit card orders, and within 30 days of placement of credit card orders unless otherwise noted and mutually agreed upon as described below for Expedited and Non-standard Delivery.

2. Expedited Delivery: An expedited delivery schedule of less than 30 days delivery, mutually agreed upon by the Ordering Agency and Contractor, may be added to Delivery Orders.
3. Non-standard Delivery: A delivery schedule other than the 30 day standard delivery time may be proposed on an individual CLIN (item) basis or at the time a quote is provided to the Government. Upon acceptance by the Government, the non-standard delivery schedule for that item shall be included in the Attachment F, Pricing Exhibits.
4. If an item cannot be delivered within the delivery time for that item, the Contractor shall notify the issuing Contracting Officer and the SEWP BOWL within two business days of receipt of order of the expected delivery date for the ordered item(s). Upon notification, the Ordering Agency may choose to cancel the order or request due consideration for the delay.

(End of text)

A.1.11. PARTIAL SHIPMENTS

A partial shipment is any shipment that does not include all items specified in the order.

Partial shipments will not be accepted unless authorized on the delivery order or by the issuing Contracting Officer prior to the time of delivery. The Government reserves the right to return partial shipments to the Contractor, transportation charges collect.

(End of text)

A.1.12. INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

Any Government Contracting Officer or duly authorized representative is authorized to place delivery orders against the contract. Credit card orders may be issued by agency designated ordering officials.

(End of text)

A.1.13. APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

This contract is subject to the written approval of the Associate Director for Acquisition and shall not be binding until so approved.

(End of clause)

A.1.14. EXTENDED WARRANTY

The Contractor shall provide an extended warranty, which can be purchased and begin at any time during the standard commercial warranty period up to and including the end of the commercial warranty period. Extended warranty packages may be invoiced and paid at the start of the warranty period. This extended warranty shall provide coverage based on the commercial warranty period. This warranty is in accordance with Addendum 2, Attachment C, Section C.1.5.

At the Government's discretion, the Government may order, at any time during a warranty period, monthly maintenance at the Discounted Monthly Extended Warranty amount in accordance with Addendum 2, Attachment F, Pricing Exhibit, in lieu of the extended warranty.

(End of text)

A.1.15. MISSION CRITICAL WARRANTY – NASA SITES

The Contractor shall make mission critical warranties available for NASA sites where such warranties are commercially available. Mission Critical warranties may be made available to other Federal Agencies upon mutual agreement between the Contractor and the issuing Contracting Officer.

In addition to both the standard commercial warranty and the extended warranty, the offeror shall provide a mission critical warranty, which provides coverage with a 2 hour response time. This mission critical warranty shall be ordered in no less than 1 month increments and may be orderable through the life of the contract. This mission critical warranty is in accordance with Addendum 2, Attachment C, Section C.1.5.

(End of text)

A.1.16. ELECTRONIC DATA AND REPORT INTERCHANGE

Electronic Data and Report Interchange shall apply in accordance with Attachment D (Contractor/Government Communication Requirements).

(End of text)

A.1.17. OTHER FEDERAL AGENCY UTILIZATION

Other Federal Agencies, and authorized Contractors, will be allowed to utilize this contract, on a non-mandatory basis, to satisfy Information Technology (IT) requirements. ***

(End of text)

***NOTE! Non-Federal Governments are not authorized to use this contract unless mandated by Congress.

A.1.18. CERTIFICATE OF MAINTAINABILITY

A "Certificate of Maintainability" is not required for equipment acquired and maintained under this contract unless it is specifically requested by the issuing Contracting Officer. If it is requested, the Contractor shall issue the certification within twenty working days of the request.

The certificate shall state that preventive maintenance in accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or the OEM's successor in interest, if such exists at the time of the commitment) commits that it would assume maintenance of the equipment (or the OEM certifies that the equipment is eligible for maintenance, including but not limited to repair or inspection charges) if such maintenance were assumed effective the date after the Contractor's performance ceases. The Certificate of Maintainability shall also state that the equipment is at the most current OEM's revision level. The Contractor is responsible for bearing all costs associated with obtaining such certification at no charge to the Government.

Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintainable level.

If equipment is acquired under this contract without maintenance, the Contractor shall issue a Certificate of Maintainability for such equipment if requested by the issuing Contracting Officer. The certificate shall list each item delivered by a component identification number (i.e. serial number) and state that the equipment is in such condition that the OEM commits that it would assume maintenance of the equipment (or the OEM certifies that the equipment is eligible for maintenance). All charges required to obtain the requisite performance of the equipment,

shall be borne by the Contractor. The fact that the equipment may have been acquired with a warranty does not relieve the Contractor of its obligations under this subparagraph.

(End of text)

A.1.19. SUBSTITUTE/ENHANCEMENTS FOR SPECIALIZED EQUIPMENT/SOFTWARE TO ACCOMMODATE USERS WITH DISABILITIES

The Contractor is encouraged to offer equipment or software that becomes available after contract award and offers improvements in technology and that better suits the needs of users with disabilities. If the Government elects to do so, it may evaluate the equipment/software, and substitute the equipment for the equipment covered in the contract but not yet delivered. Any such proposal should contain the general information required by the "Technology Refreshment" clause A.1.20 in this Section.

When substitution of such specialized technology is made without charge to the Government, or as a planned part of the contract (e.g. planned upgrade), manuals and publications as required by the contract shall be provided to all addresses (in the stated quantities) affected by the change without charge to the Government (unless other payment arrangements are made by the ordering agency).

(End of text)

A.1.20. TECHNOLOGY REFRESHMENT

The Government shall have the right to require, at any time, that the Contractor offer under this contract hardware and software components available to the Contractor's commercial customers. In this way the Government seeks to ensure that it can obtain the benefits of new design enhancements and technological updates or advances for equipment currently on the contract. When requested or offered, the Contractor shall provide, within 30 calendar days of receipt of request, a refreshment proposal including the components so identified at the technology discount as indicated in Clause A.1.7.

In the event that the Contractor is no longer able to provide the products proposed (because they are no longer being manufactured, for example), the Contractor may, with the Government's approval, remove the products from the contract. For products in the mandatory deliverable lists, the Contractor shall provide substitute products which shall have the functional capabilities of the products originally provided and shall meet or exceed the original products' rated performance characteristics, at the appropriate discount as indicated in Clause A.1.7.

On an annual basis, the Contractor shall provide the Government either with a self-certification that the mandatory deliverable items currently on the Contract are state-of-the-art technology, or a technology refreshment proposal updating the mandatory deliverable items. The Government will review the Contractor self-certification and/or technology refreshment proposal for acceptability in terms of scope and the current state of technology.

Any new technology which will upgrade, extend or enhance the components shall be evaluated if the Contractor submits a proposal outlining the proposed technology. Included in this proposal shall be pricing data (i.e., current published commercial price list) and other technical information as listed below. With the receipt of a proposal from the Contractor, the Government shall have the right to approve any or all of the proposed CLINs and to unilaterally modify the contract to provide for ordering of the new technology. The criteria for acceptance of the new technology proposal are as follows:

- 1) For mandatory deliverable items, each item must satisfy all original mandatory requirements in the technical specifications of this contract.
- 2) Each item must correspond with an appropriate existing contract product class code and its corresponding price discount.

At a minimum, the technology proposal shall include the following header information:

- TR Number (unique tracking number)
- Description of the proposed TR
- Contract Number
- Contact Name
- Contact Phone Number
- Contact E-mail address

At a minimum, the technology proposal shall include the following information for each product proposed:

- Contract Line Item Number (CLIN) (unique for this contract)
- Name of Original Equipment Manufacturer
- Business size of Original Equipment Manufacturer
- Original Equipment Manufacturer's Model Number
- Class Code
- Base/Mandatory/Available Component Flag
- Full Item Description
- List Price
- SEWP Price

A.1.20.1. SPECIALIZED CONTRACT LINE ITEM NUMBERS

The following CLINs and their descriptions will be added to the Contract to cover non-product line items which have a varying price associated with them:

- 1) OPEN-Z: Open Market CLIN to be used for items totaling under the micro-purchase threshold of \$3,000 per order; within scope of SEWP contract but not available as a separately orderable item
- 2) TRAVEL-Z: Travel expenses based on the current Government rates for per diem and transportation. Any other travel cost related to an order fulfillment e.g. installation, shall be negotiated on a per order basis
- 3) SEWP-Z: SEWP IV Contract Administration Fee (Surcharge)
- 4) CREDIT-Z: Credit Discount
- 5) DELIVERY-Z: Delivery Fee

A.1.20.2. BUNDLED LINE ITEMS

The Contractor may propose a single line item which bundles together a number of separate products into one CLIN provided that:

- 1) each of the products are available as separate CLINs in the Contract
- 2) the description for the bundled line item include the list of separate CLINs included
- 3) the bundled CLIN is firm fixed price

(End of text)

A.1.21. ORDER LIMITATIONS (52.216-19) (OCT 1995)

a) Minimum order: When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Contractor is not obligated to furnish those supplies or services under the contract.

b) Maximum order : The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$2 million;
- (2) Any order for a combination of items in excess of \$10 million;
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7)

days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

A.1.22. FAIR OPPORTUNITY AND REQUESTS FOR QUOTES

Contractors will be provided fair opportunity at the individual order level through the WWW search capabilities and other appropriate market research procedures, including the SEWP Online Search and RFQ tools. No documentation for the order selection is required to be submitted with the order. All such documentation is to be maintained by the end user.

In support of the fair opportunity requirement, the SEWP BOWL will utilize Technology Refreshment and Contractor provided reports in accordance with Attachment D to provide the database record of all available CLINS, descriptions, product features and prices for all items available through all SEWP contracts, along with past performance data, and shall provide search and quote tools to query across contracts.

The Contractor shall not market, quote or otherwise offer for sale, under this contract, any products not listed in Attachment F, Pricing Exhibits until the said products are included in the SEWP database, and available to all Government end-users.

If the Government issues a Request For Information (RFI) as part of market research, the Contractor may provide items not yet listed on their SEWP contract as part of a market research quote if:

1. all such items are clearly marked as not yet available on their SEWP contract;
2. the contractor submits a technology refreshment request to add those products to their contract

If the Government issues a Formal / Final Request For Quote (RFQ), the Contractor may only respond with items available on their Contract. If the Contractor has insufficient items on their contract to fully respond to the Formal RFQ, the Contractor must respond with a No Bid.

When the Contractor markets, quotes or otherwise offers for sale a product under this contract, the price of each item shall be the no greater than the price in Attachment F, Pricing Exhibits at the time the quote is issued.

When submitting a quote to a Government end-user, the contractor must clearly state the length of time the quote is valid. The contractor shall honor any order submitted within the stated time period of a quote.

When responding to an RFI or RFQ issued from the NASA SEWP BOWL on-line quoting system, the Contractor must respond as outlined in Attachment D, Section D.1. On-line Quoting.

(End of text)

A.1.23. INVOICES – SUBMISSION OF

All invoices shall be submitted to the "Designated Billing Office" and/or "Designated Payment Office" address specified in each delivery order.

(End of text)

A.1.24. DD 250 USAGE

The Contractor may utilize a DD 250 in lieu of an invoice.

(End of text)

A.1.25. F.O.B. DESTINATION (52.247-34) (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier

requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

A.1.26. DELIVERY AND OTHER CHARGES

All deliverable line item prices shall be inclusive of all charges that are included in the line item's commercial list pricing. If the delivery price is not included in the commercial list price, then the Contractor may charge a delivery fee using the Contract's Delivery-Z CLIN, in Attachment F.

Items returned prior to the Government's acceptance are not subject to restocking fees or other charges.

(End of text)

A.1.27. EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of

licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

A.1.28. CONTRACTOR COLLECTION OF AGENCY ADMINISTRATIVE HANDLING FEE

An Agency Administrative Handling Fee, not to exceed 3/4 % of the total price of the delivery order, shall be applied to all orders under the SEWP IV contracts. The SEWP IV website will post the Agency Administrative Handling Fee percentage, and the Contractor shall be notified via email by the SEWP Business Operations Workstation Laboratory (BOWL). The handling fee's collection shall be done in accordance with the procedures outlined below.

Contractor Responsibilities:

(a) Each contract shall include a CLIN called SEWPZ which will be referenced by customers on all orders where the handling fee applies. This CLIN should be an editable CLIN.

(b) In providing quotations to agencies, the Contractor shall be responsible for referencing the CLIN with the applicable dollar amount. The CLIN may be rounded to the nearest whole dollar.

(c) The CLIN will apply to all such orders. These include, but are not limited to, original orders, modifications to orders, product orders, and service orders. On modifications that reduce the fixed price of orders, a credit for the handling fee may be expressed as a negative CLIN.

- if a fee cap exists, the cap applies to each order and each separate modification to the original order.

(d) Alternatively, the contractor can calculate the fee and then add the calculated amount to the price of product CLINs if:

- the quote identifies that the fee is included in the price of the CLINs
- the quote includes a comment indicating the amount of the fee in the quote
- the total order amount does not exceed the sum of the SEWP prices for each CLIN plus the applicable fee.

(d) The Contractor shall invoice the ordering agency for the entire amount of the order (including the handling fee). When invoicing for monthly services, Contractors should include the CLIN on the first invoice. It should reflect the handling fee for the entire period of service. The same is true for partial shipments. The Contractor should include the CLIN, reflecting the handling fee for the entire order, on the invoice coinciding with the first shipment.

(e) Quarterly, the Contractor shall be responsible for sending a payment to NASA/Goddard Space Flight Center, SEWP, Code 720, reflecting the total administrative handling fee collected during that period. The Contractor will be only responsible for forwarding payment on handling fees actually collected. The Contractor shall determine the timing of the quarterly payment. The payment is to be made by check payable to NASA/Goddard Space Flight Center, at the following address: NASA/Goddard Space Flight Center, Attention: SEWP/Code 720, Greenbelt, MD 20771.

(f) Coinciding with the payment, the Contractor must send an "Agency Administrative Handling Fees Collected" report to NASA GSFC, Code 720, Attn: Resource Analyst, Greenbelt, MD 20771. The report must list the SEWP Control Number and/or Agency Order number, the Total Order Amount, and the administrative handling fee collected for each order reflected in the total payment. The report must be sorted by SEWP Control Number or by Agency Order number. The report must have totals for the Total Order Amount and the Agency Administrative Handling Fee Collected. This report must be submitted on hard copy and electronically. Electronic reports should be submitted as described in Attachment D, Contractor /Government Communications Requirements, Section D.6.

(g) In the event that the Contractor has invoiced for the fee per paragraph d) above and an ordering agency does not pay the applicable handling fee to the Contractor, the Contractor shall not be held responsible for ensuring the

agency pays the handling fee. If this occurs, the Contractor shall notify the Contracting Officer's Technical Representative immediately.

Ordering Agency Responsibilities:

(a) The ordering agency is responsible for correctly including the Agency Administrative Handling Fee. The Contractor may hold or reject an order because of an incorrectly calculated handling fee. In this case, the Contractor must inform the ordering agency that a modification to the order or a new order is required to correct the handling fee amount and process the order. If the Contractor accepts an order with an incorrectly calculated handling fee, the Contractor assumes responsibility for invoicing, retrieving and paying the correct fee amount.

(End of text)

A.1.29. OMBUDSMAN (1852.215-84) (OCT 2003)—ALTERNATE I (JUNE 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Dorothy C. Perkins at:

Goddard Space Flight Center
Mailstop 100
Greenbelt, MD 20771
Business Phone: 301 286-5066
Fax Number: 301 286-1714
E-mail address: Dorothy.C.Perkins@nasa.gov

Concerns, issues, disagreements, and recommendations, which cannot be resolved at the installation, may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

A.1.30. SAFETY AND HEALTH (SHORT FORM) (52.223-72) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

A.1.31. MAJOR BREACH OF SAFETY OR SECURITY (1852.223-75) (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information; illegal technology transfer; workplace violence resulting in criminal conviction; sabotage; compromise or denial of information technology services; equipment or property damage from vandalism greater than \$250,000 or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

A.1.32. CONTRACTOR PERFORMANCE ASSESSMENT

The Contractor's performance under this contract shall be assessed annually in accordance with the requirements of FAR subpart 42.15, and the policy and procedures specified in the NFS subparts 1842.1502 and 1842.1503. End users of products and services shall be periodically contacted to provide input for this assessment.

(End of text)

A.1.33. RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall evaluate the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

A.1.34. USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

A.1.35. NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University", as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

A.1.36. RESERVED

A.1.37. RESERVED

A.1.38. RESERVED

A.1.39. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (NOV 2004) DEVIATION

(a) The Contractor shall be responsible for information and information technology (IT) security when the Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure, or where information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, is stored, generated, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be

incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center and the NASA Security Operations Center.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that all individuals who perform tasks as a system administrator, or have authority to perform tasks normally performed by a system administrator, demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services, network services, files storage, and/or web services, to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the

highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) The Contractor shall insert this clause, including this paragraph (f), in all subcontracts when the subcontractor is required to --

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

[END OF ADDENDUM 1]

II. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (52.212-5) (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
[
- (4) Reserved]
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

 (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

 (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

 (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

 (ii) Alternate I (Jan 2004) of 52.225-3.

 (iii) Alternate II (Jan 2004) of 52.225-3.

 X (25) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

 X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

 (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

 (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

 X (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

 (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM 2 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

The following attachments constitute part of this contract:

Attachment	Description
A	TECHNICAL SPECIFICATIONS
B	LIST OF DELIVERABLES
C	STATEMENT OF WORK
D	CONTRACTOR/GOVERNMENT COMMUNICATIONS REQUIREMENTS
E	RESERVED
F	PRICING EXHIBITS (CAN BE FOUND ON URL.: www.sewp.nasa.gov/cgi-bin/socs.pl?ACTION=RFI)
G	IT SECURITY PLAN AND ASSESSMENT PLANS (To be provided)

(End of clause)

[END OF ADDENDUM 2]

ATTACHMENT A TECHNICAL SPECIFICATIONS

LIST OF ABBREVIATIONS

AC	Alternating Current
ANSI	American National Standards Institute
ASN	Abstract Syntax Notation
ATM	Asynchronous Transfer Mode
CAD	Computer Aided Design (sometimes seen as CAD/CAM)
COTS	Commercial Off-the-Shelf
CPU	Central Processing Unit
CRT	Cathode Ray Tube
DAT	Digital Audio Tape
DBMS	DataBase Management System (rdbms for Relational)
DPI	Dots per Inch
DS3	Digital Signal (level) 3
EIA	Electronic Industries Association
FIPS	Federal Information Processing Standards
GByte	Gigabyte
GIS	Geographic Information System
GUI	Graphical User Interface
HPGL	Hewlett Packard Graphics Language
Hz	Hertz (cycles per second)
ICMP	Internet Control Message Protocol
IEEE	Institute of Electrical and Electronics Engineers
IETF	Internet Engineering Task Force
I/O	Input/ Output
IP	Internet Protocol
ISO	International Standards Organization
LAN	Local Area Network
MAC	Medium Access Control

NNG07DA47B
ATTACHMENT A

MByte Megabyte

Mbps Megabits per Second

MFLOPS Millions of Floating Point Operations Per Second

MIB Management Information Base

MFP Multi-functional printer

MIPS Million Instructions Per Second

msec Milliseconds

NASA National Aeronautics and Space Administration

NFS Network File System

NI Network Interface

NTP Network Time Protocol

NTSC National Television Standards Committee

OEM Original Equipment Manufacturer

OODBMS Object-Oriented Database Management System

OC3 Optical Carrier 3 (155 Mbps SONET rate)

OSI Open System Interconnect

Pbyte Petabyte

PC Personal Computer

PHY Physical Layer Protocol

PMD Physical Media Device

RAM Random Access Memory

RDBMS Relational Data Base Management System

RFC Request For Comments

RFP Request For Proposal

RMON Remote Monitor/Monitoring

ROM Read-Only Memory

SAC Single Attached Concentrator

SAS Single Attached Station

NNG07DA47B
ATTACHMENT A

SMP Symmetric MultiProcessing
SONET Synchronous Optical NETwork
SPEC Standard Performance Evaluation Corporation
SQL Structured Query Language
TBD To Be Designed/Determined
TByte Terabyte
TCP Transmission Control Protocol
UDP User Datagram Protocol
VC Virtual Circuit
VHS Video Home System (VCR)
VP View Processor
WAIS Wide Area Information Server
WAN Wide Area Network
WORM Write Once, Read Many time

NOTE: THIS CONTRACT IS FOR CATEGORY B, CLASS 9. ONLY THOSE REQUIREMENTS PERTAINING TO THIS CATEGORY AND CLASS APPLIES.

INTRODUCTION/BACKGROUND

The computer facilities at NASA are being systematically enhanced by incorporating the latest in state-of-the-art computer system technologies. These improvements will enable NASA to remain at the leading edge in scientific and engineering processing performance and capabilities and to provide the user community of researchers and engineers with the most advanced and powerful computer tools available. In support of this activity NASA is establishing Indefinite Delivery/Indefinite Quantity contracts of scientific and engineering computer systems and supporting equipment. The computer systems will provide computational and graphics capability to the scientific engineering and other technical disciplines supporting NASA's core missions. The specifications presented in this document represent a comprehensive set of requirements intended to provide a complete environment for computational analysis by NASA engineers and scientists.

REQUIREMENTS STRUCTURE

The very broad range of NASA's functions in space, earth science, aeronautics, manned flight, mission operations and other activities, results in an equally broad range of computational requirements and consequently a requirement for a broad range of computer systems and support equipment. The requirements are structured in a way that clarifies NASA's needs and categorizes the requirements on the basis of application functions. This structure is defined through two categories: Category A consists of a set of functional computer system classes; Category B consists of complementary products and services that enhance and support the computer system functions.

This procurement is for 11 competition areas consisting of 5 Category A computer system classes, and 6 Category B supporting equipment classes. Each of the classes has specific requirements and

functional tasks that must be met by the offerings in that class. However, the potential usage of any class is broad and may be based on a variety of applications beyond the specific class definition. These class groupings are to ensure that the Government has a sufficient set of the best available tools for given tasks. The class groupings do not imply either exclusive product offerings by the contractor nor do they restrict the Government from making best value judgments as to which class to use to meet their specific requirements.

CATEGORY B STRUCTURE

The Category B classes consist of a set of capabilities that span across all computer system classes. This requirement creates six additional competition areas in this contract: 6) Server Support Devices, 7) High-End Network Devices, 8) Computer Security Systems and Tools, 9) Mass Storage Devices, 10) Advanced Video and Conference Tools, 11) Multi-Functional Printers. Each class has a set of mandatory specifications. In addition, each class includes an available components list consisting of desirable items and other software and hardware that provide depth and breadth to the contract.

CATEGORY B CLASSES

Mass Storage Device requirements are described in Attachment A.

PERFORMANCE MEASUREMENT

Performance benchmarks are used to evaluate the appropriateness of the proposed equipment. These performance requirements represent a minimum sizing of the requirement for a class and are based on the estimated performance levels required by applications in the class, and in part based on our best estimate of general technology levels that are expected to be available in the time frame of this solicitation.

A minimum performance is specified in terms of a variety of benchmarks which may include: NASA specific benchmarks, a CPU performance benchmark (SPEC Benchmark Suite) and others as determined. In summary, the benchmarks are designed/selected to focus on the particular strengths required of individual classes rather than being applied in blanket form across all classes.

For most subclasses a SPECmark and SPECrate value is given. In those cases, the SPECmark value refers to uniprocessor systems and the SPECrate value to multi-processor systems.

PROVIDE / SUPPORT

Two key terms in the technical specifications are: provide and support. Use of the term "provide" indicates a product, service, or capability that is either a mandatory or, if modified by the term "desirable", a desirable deliverable item. All mandatory deliverable products, services and capabilities are identified in the Delivery Lists in Attachment B. A mandatory deliverable is either part of the base system, a separate add-on line item, or a separate upgrade line item. If an item is identified in the technical section as needing to be provided and is not listed in Attachment B as a separate add-on or upgrade line item, it is included as part of the Base system.

Note that the term "provide" implies an item is either a part of every delivered base system or is a separately orderable line item. This distinction is made in the Delivery Lists in Attachment B. For example, a C++ compiler must be provided (as indicated in Section 3.3.2.5.a.). But the Delivery Lists indicate that the C++ compiler is a separately orderable line item and it is estimated that only a certain percentage of the base systems will be purchased with a C++ compiler over the life of the contract.

Use of the term "support" indicates a product, service, or capability that the systems must be capable of fully utilizing, but which are not part of either the mandatory or desirable deliverable list. When support is used in reference to a software product, a version of the product that can execute on the system must be available in the commercial and/or public domain arena. Supported products, services, or capabilities can be part of the available components list.

DELIVERABLES

The delivery lists use abbreviated terminology for clarity in enumerating delivery items. The complete specifications for these delivery items are fully described in Attachment A. Deliverables are divided into mandatory and non-mandatory categories:

MANDATORY DELIVERABLES

Each of the separate class specifications produces a separate set of mandatory deliverables for each class. These delivery requirements are specified in Attachment B of this contract. The deliverables are divided into a Base Deliverable, and Add-on / Upgrade Deliverables. The Base Deliverables represent the minimum system configuration to be delivered for each equipment category. Add-on deliverables are mandatory line items that may be added to the Base deliverable at the discretion of the end-user. Upgrade deliverables are mandatory line items that upgrade; the Base deliverables at the discretion of the end-user, e.g. additional disk and/or memory.

NON-MANDATORY DELIVERABLES

Non-mandatory deliverables are items that go beyond the mandatory deliverables. Non-mandatory deliverables are identified through the available components list and include desirable features, additional technology and other software and hardware that provide depth and breadth to the offering.

MINIMUMS / DESIRABLES / ADVANCED TECHNOLOGY / ADDITIONAL TECHNOLOGY

All technical specifications fit into one of four categories: minimum mandatory; desirable feature; advanced technology, or additional technology.

If a technical specification is not explicitly identified as advanced technology, additional technology or a desirable feature, it identifies a minimum mandatory that must be met. Alternatively, if a technical specification is identified as advanced technology, additional technology or a desirable feature, it is not a minimum mandatory but a technology, item or feature that the Government deems to have value if available.

If a technical section contains the term "desirable", then the section identifies a feature that the Government desires but which the vendor is not required to provide or support.

If a technical section contains the term "advanced technology", then the section identifies advanced capabilities that provide the Government with significant added benefit. These are typically features that are either at the cutting edge of technology or for which standards (industry or de-facto) are still forming.

A technical requirements section may contain the term "additional technology". This designation identifies a basic capability that is intended to provide the Government with added value if the additional technology is provided in the Available Components list. Typically, "additional technology" indicates broad grouping of technology that, if included in the Contractor's offerings, will provide the opportunity for one-stop solution shopping. For example, network technology is an additional technology in the Mass Storage Devices class as network products are an integral feature of many mass storage systems.

ASSISTIVE TECHNOLOGY

All computer systems available and procured through this Contract must be technically capable of supporting commercially available and appropriate technology to ensure that Federal employees with disabilities will have access to and use of that technology unless a department or agency exception to this requirement exists.

SECTION 508 INFORMATION

All IT equipment available through this contract that fit the criteria as electronic and information technology (EIT) as defined in Section 508 of the Rehabilitation Act of 1973 as amended by the Workforce Investment Act of 1999, shall have information available to the Federal Government regarding how that technology meets the applicable Section 508 standards. This will preferably be provided through the applicable Voluntary Product Accessibility Templates (VPATs) as described on the Section 508 website (www.section508.gov and related sites). The VPATs or similar information

may either be provided on the contractor's website, on demand based on request for quotes and/or through link on the SEWP Website. Section C.1.8. outlines the compliance and information requirements associated with the Section 508 standards.

ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM

All federal procurement officials are required by Executive Order 13101 and Federal Acquisition Regulation (FAR) to assess and give preference to those products and services that are environmentally preferable. Therefore all institutional purchasers who evaluate and select computer desktops, laptops, and monitors available and procured through this Contract should to the greatest extent possible meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products as described on the website (<http://www.epeat.net>). The Contractor shall have the ability to respond to specific requests and requirements centered on the EPP such as requests based on the Electronic Product Environment Assessment Tool (EPEAT) and identifying EPEAT registered products on their contract.

DEFINITIONS

To clarify meaning of some terms used in this specification, some definitions are given here.

Add-ons:	Add-ons are mandatory line items which may be added to the Base deliverable at the discretion of the end-user.
Additional Technology	A basic capability that is intended to provide the Government with added value if the additional technology is provided in the Available Components list.
Advanced Technology	Advanced capabilities that provide the Government with significant added benefit.
Available Bus Slots:	The number of unused bus slots available for expansion after satisfying the requirements of the minimum mandatory deliverables and the maximum disk storage requirements for the base computer system.
Available Components	Non-mandatory deliverables including desirable features, additional technology and other software and hardware that provide depth and breadth to the offering.
Binary Compatibility:	Within a class (and across subclasses in the class), source code, object code, libraries, and linked or loaded executables, which are not device dependent, that can be freely transported from any computer system in the class to any other system in the class and execute successfully without modification.
Base Systems	The systems which must meet the minimum mandatory specifications and be provided for on the Contract
Category:	A grouping of classes based on similar objectives and/or overall structure
Class:	A grouping of technological requirements based on common functionality
Class Specific Specifications	Set of technical specifications that are specific to the given class
Computer Room Environment:	Facilities in which special environmental factors are maintained, such as controlled temperature and humidity, where noise is not limited by office requirements, and in which reliable power systems are available and/or are

NNG07DA47B
ATTACHMENT A

	at levels other than the standard 110 volt, 60 Hz.
Computer System:	A computer workstation or server
Core Specifications	Set of technical specifications that are included in all requirements within the specified category, class, or group
Desirable Feature	A feature that the Government desires but which the vendor is not required to provide or support
Mandatory Deliverables	Products that must be included in the Contract in order to meet the mandatory requirements of the class
Mandatory Specifications	Set of technical specifications that must be meet by the mandatory offerings
Non-Mandatory Deliverables	Products that go beyond the mandatory deliverables, are identified through the available components list and include desirable features, additional technology and other software and hardware that provide depth and breadth to the offering.
Non-Mandatory Desirable Feature:	A capability that is desired by the Government but not required.
Office Environment:	A human work area providing moderate environmental conditioning but with limited capacity to support or provide unusual power or temperature/humidity requirements, and one that may be easily upset by equipment emitting excessive heat and/or noise.
Open Bus Architecture:	A bus with multivendor support. This means that there is an industry published specification to enable third party connectivity.
Open Systems Environment:	The comprehensive set of interfaces, services, and supporting formats, plus user aspects, for interoperability or for portability of applications, data, or people, as specified by information technology standards and profiles. Source: IEEE P1003.0 POSIX Committee.
Provide:	Indicates a product, service, or capability that is either a mandatory or, if modified by the term "desired", a desirable deliverable item.
SPECmark:	The SPEC benchmark suite measures overall system CPU performance.
such as:	The term "such as" is used to list example products that are known to meet the stated capability, and for which products that also meet the stated capability may be substituted.
Support	Indicates a product, service, or capability that the systems must be capable of fully utilizing, but which are not part of either the mandatory or desirable deliverable list.
Upgrades:	Upgrades are mandatory line items that upgrade the Base deliverables at the discretion of the end-user; e.g. additional disk and/or memory.
Virtual File System	A virtual file system is an abstraction of a physical file system implementation. It provides a consistent interface to multiple file systems, both local and remote. This consistent interface allows the user to view the

NNG07DA47B
ATTACHMENT A

	<p>directory tree on the running system as a single entity even when the tree is made up of a number of diverse file system types. The interface also allows the logical file system code in the kernel to operate without regard to the type of file system being accessed.</p>
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CLASS 9: MASS STORAGE DEVICES

This class consists of storage devices; e.g. Hard disks and Tape systems which can be used by computer systems in Category A. While it is anticipated that products in this class will be purchased for use with any of the Category A systems, this class is particularly concerned with providing mass storage I/O devices for use with Mass Storage Servers as defined for Class 1: Mass Storage Server.

CATEGORY B: COMPUTER SYSTEM STORAGE DEVICES

This section describes the technical requirements for Storage Devices which complement and support the Computer Systems in Category A.

STORAGE DEVICES CORE SPECIFICATION

Proposed storage devices shall provide:

- a. be attachable to a SCSI III controller [ANSI X3.253-1998], Ultra-SCSI, Fibre Channel, ATA, or Serial-ATA controllers
 1. An option to select either Fibre Channel or SCSI connections (desirable)
 2. Advanced versions of SCSI and other standard I/O controller technologies capable of greater configuration flexibility and higher throughput including ESCON controllers (advanced technology)
- b. devices which are upgradeable and flexible in hardware configuration; e.g. standard housings/sleds which can accommodate different drive capacities/types, (advanced technology)
- c. shall be field installable including all necessary cabling and documentation for installation.
- d. shall provide error detection.
- e. shall be attachable to a network (desirable)

Proposed storage devices shall support:

- f. at least one of the following UNIX/Linux computer system platforms: SUN, SGI, IBM, HP, Apple OS X, Linux Kernel 2.4.
 1. attachable to any standard UNIX platform (desirable)
 2. attachable to other OS's such as Windows XP (desirable)
- g. Storage Technology that addresses virtual tape, solid state, electronic DASD, and sharing of disk storage between mainframe and UNIX computer systems (advanced technology)

STORAGE DEVICES CONFIGURATION

The following devices must be provided:

- a. 32x CD-RW drive.
 1. External drive
 2. Access Speed of 110 msec
- b. DVD/CD RW Drive
 1. External drive
 2. 16X DVD-ROM
 3. 24X CD-RW
 4. Access Speed of 120 msec (DVD)
- c. the following single tape devices:
 1. 4-mm DAT;
 - a. External Drive
 - b. 36GB capacity (native)
 - c. Data transfer rate 3 MB/sec native
 2. digital linear tape (SDLT);
 - a. External Drive
 - b. 300GB capacity (native)
 - c. Data transfer rate 36 MB/sec native

NNG07DA47B
ATTACHMENT A

3. STK 9940
 - a. Emulation modes including 3490 and 3590
 - b. 200GB capacity (native)
 - c. Data transfer rate 30 MB/sec native
4. LTO Ultrium;
 - a. External Drive
 - b. 400GB capacity (native)
 - c. Data transfer rate 30 MBps native with Ultrium 2 media
 - d. Data transfer rate 80 MBps native with Ultrium 3 media
 - e. LTO Ultrium 2 and Ultrium 3 tape format
- d. desktop library systems/Autoloaders which handle the following media and capacity and include all drives and controllers to support the stated capacity:
 1. SDLT
 - a. 16 tape slots
 - b. Tape drive
 - c. 2.5 TB capacity (native)
 - d. Data transfer rate 16 MB/sec native
 2. LTO Ultrium
 - a. 40 tape slots
 - b. Tape drive
 - c. 16 TB capacity (native)
 - d. Data transfer rate 80 MBps native with Ultrium 3 media
- e. Enterprise library systems which handle the following media and capacity. The proposed products must include the tape drives, controllers, etc that meet the required capacity:
 1. LTO Ultrium
 - a. 240 tape slots
 - b. 8 drive bays including drives
 - c. 49 TB capacity for Ultrium 2 media(native)
 - d. 96 TB capacity for Ultrium 3 media (native)
 - e. Aggregate data transfer rate 2.3 TB/hr (native) with 8 Ultrium 3 drives
 2. SDLT 960
 - a. 595 tape slots
 - b. 16 drive bays including drives
 - c. 178 TB capacity (native)
 - d. Aggregate data transfer rate 2 TB/hr (native) with 16 drives
- f. Large robotic device which handle the following media and capacity (uncompressed values). Note: "expandable to" means that a single computer server platform has direct access to the storage device(s) providing the required amount of storage. The expansion can be done through single or multiple enclosures with connections as defined in Section 8.1.a:
 1. basic configuration of at least 434 TB (native) and 64 drives
 2. expandable to 60 PB (native)
 3. Audit time of under 60 minutes
 4. Average cell to drive time of less than 10 sec
 5. Expandable to 2000 drives
 6. Non-disruptive serviceability
 7. Configurable to support SDLT 600, STK 9940, STK 9840, LTO Ultrium 2 and LTO Ultrium 3 bays and drives.
- g. Support for:
 1. hardware performance enhancements such as controller caching and in-line compression, (advanced technology)
- h. at least 2 RAID devices:
 1. Blade array (RAID level 0, 1, 4, and 5):
 - a. at least 3 TB (native),
 - b. Up to 320 MB/s read and 190 MB/s write (RAID 5)
 - c. Continual event monitoring
 - d. Major components must be hot-swappable

2. Scalable RAID (RAID level 5):
 - a. at least 6 TB (usable),
 - b. expandable to 30 TB (usable)
 - c. expandable to at least 12 FC interface
 - d. transfer rate of 200 MB/sec per FC interface
 - e. Other RAID levels (desirable)
- i. hard disk drive :
 1. with formatted 512 Kbytes/Sector disk space of 250 GB
 2. External transfer rate of 20 Mbytes / sec when over FC
 3. Average latency of 2 msec
 4. Seek time average read of 3.5 msec
 5. Seek time average write of 4 msec
 6. Seek time track-to-track read of 0.2 msec
 7. Seek time track-to-track write of 0.4 msec

STORAGE DEVICES SOFTWARE

The following Storage related software must be provided:

- a. Hierarchical Mass Storage Software:
 1. A commercially available software product that provides:
 - a. Initial license for up to 75 TB of data
 - b. locate, mount, read and write(except CD-ROMs) tapes or disks in the jukeboxes.
 - c. support UNIX native file system user calls and commands, e.g. "ls", "touch", etc.
 - d. support access at hard disk storage speed to the most frequently/recently accessed files.
 - e. 'vault' media and provide a means of notifying the operator to retrieve a 'vaulted' media when an 'old' file is requested.
 - f. employ a 'nameserver' and 'tapeserver' or similar means for locating files on media.
 - g. provide utilities for backup and recovery of critical databases
 - h. repack function (repack tapes to remove deleted files)
 - i. log major activities of software components for system monitoring.
 - j. write multiple tape copies of a file
 - k. scale up to at least 10 Pbyte, providing the user a way to build up to full use of the mass storage system
 - l. allow for multiple hierarchies based on various file attributes
 - b. Other software to assist in the storage and retrieval of data (desirable)
 - c. Other software in support of RAID and DASD technology (advanced technology)

ADDITIONAL STORAGE TECHNOLOGY

Basic network equipment in support of SAN and other network storage configurations (additional technology)

Devices running client-oriented OSs to allow direct monitoring of storage configurations (additional technology)

Supporting technology such as printers, audio/visual IT equipment, etc. in support of storage configurations (additional technology)

Systems/storage security technology (additional technology)

Image and display tools in support of storage configurations (additional technology)

STORAGE SPECIALISTS

To assist in product recommendations, installation, and support of computer systems products the following specialists shall be provided:

- a. Information Assurance Storage Specialist

1. Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Supports the integration of information assurance solutions and technologies into storage equipment and any connected networks with particular attention to protocols, interfaces, and system design. Analyzes and defines security requirements for storage area networks. Designs, develops, engineers, and implements solutions that meet network and storage security requirements. Responsible for integration and implementation of the storage security solution. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle. Configures test beds and conducts testing, records and analyzes results, and provides recommendations for improvements for the products/systems under test. Analyzes and defines security requirement for computer systems which may include mainframes, workstations, and personal computers. Designs, develops, engineers, and implements solutions that meet security requirements. Responsible for integration and implementation of the computer system security solution. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in computer security. Performs risk analyses of computer systems and applications during all phases of the system development life cycle. Applies principles, methods, and knowledge of security to specific areas task order requirements. Test developed systems at each point of entry for ease of unregulated entry; systems resources denial; system information corruption; unlawful use of system resources; vulnerability to electronic disruption.
 2. Educational Requirements: Bachelor's degree from an accredited college or university in electrical, electronic or computer engineering, computer science, or a related field.
 3. Experience Requirements: This position requires a minimum of seven years of substantial experience in system security analysis and implementation; design assurance or testing for information assurance products and systems; integration or testing for information assurance products and systems. Experience in heterogeneous computer networking technology and work in protocol and/or interface standards specification is recommended.
- b. Storage/Hardware Engineer
1. Tests and analyzes all elements of the storage facilities including power, software, mass storage devices, communications devices, computer systems and terminals and for the overall integration of the enterprise network. Responsible for the planning, design, installation, maintenance, management and coordination of the storage systems. Monitors and controls the performance and status of the storage resources. Utilizes software and hardware tools, identifies and diagnoses complex problems and factors affecting storage performance. Maintains technical currency and studies vendor products to determine those which best meet client needs. Provides guidance and direction for less experienced storage support technicians.
 2. Educational Requirements: Bachelor's degree from an accredited college or university in computer science, information systems, engineering or a mathematics-intensive discipline or an applicable technical training certificate from an accredited training institution.
 3. Experience Requirements: Seven years of increasingly complex and progressive experience in computer system/network engineering. Includes two years of specialized experience related to the task.
- c. Technician
1. Provides high level functional and IT analysis, design, development, integration, documentation, and implementation assistance on problems which require a thorough knowledge of the related technical subject matter for effective system deployment. Participates in all phases of systems development. Applies principles and methods of the functional area to difficult problems in technical areas to arrive at automated solutions. Designs and prepares technical reports and related documentation, and makes charts and graphs to record results. Prepares and delivers presentations and briefings as required by the task order.
 2. Educational Requirements: High school graduate or equivalent.

**NNG07DA47B
ATTACHMENT A**

3. **Experience Requirements: Ten years of intensive and progressive experience in functional or IT analysis/programming of subject matter closely related to the work to be automated**

REFERENCES

- ANSI INCITS 362-2002 SCSI Parallel Interface-4 (SPI-4)
ANSI X3.64-1979/R1990 Keyboard encoding standard
ANSI T1.606 Frame Relay Protocols with LMI Extensions
ANSI T1.601-1992 ISDN U Interface
ANSI T1.605-1992 ISDN ST Interface
ANSI X3.253:1998 SCSI-3 Parallel Interface (SPI)
- EIA RS-232-C Interface between Data Terminal Equipment and Data Communication Equipment
- IEEE 754 Floating Point Format (32 and 64 bit)
IEEE 754-1985(R1990) IEEE Standard for Binary Floating-Point Arithmetic
IEEE 802.11 Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY)
IEEE 802.11b Higher speed Physical Layer (PHY) extension in the 2.4 GHz band
IEEE 802.1c LAN/MAN Management (15802-2-1995)
IEEE 802.11p Wireless Access for the Vehicular Environment (WAVE)
IEEE 802.1x Port Based Network Access Control
IEEE 802.3 Ethernet Specification
IEEE 1394 and IEEE 1394a Firewire interface
IEEE 1284 Standard Signaling Method for Bi-directional Parallel Peripheral Interface for Personal Computers
IEEE 1003.1-1990 Portable Operating System Interface Exchange (POSIX) Full Use Interface Definition
- ISO/IEC 14882:1998 C++ compiler
ISO/IEC 1539-1:1997 Fortran 95 compiler
ISO 7816 Contact smart card
ISO 8802/1 LAN/MAN Management
ISO 8802/2 Logical Link Control Type 1 (LLC1)
ISO 8802/3 Ethernet Specification
ISO 15408 Common Criteria for IT Security Evaluation
- RFC 768 User Datagram Protocol (UDP)
RFC 791 Internet Protocol (IP)
RFC 792 Internet Control Message Protocol
RFC 793 Transmission Control Protocol (TCP)
RFC 821 Simple Mail Transport Protocol (SMTP)
RFC 826 Address Resolution Protocol (ARP)
RFC 854 TELNET Virtual Terminal Protocol
RFC 904 Exterior Gateway Protocol (EGP) (Historic)
RFC 950 Internet Control Message Protocol (ICMP)
RFC 959 File Transfer Protocol (FTP) (Updated by RFC2228, RFC2640)
RFC 1058 Routing Information Protocol (RIP)
RFC 1075 Distance Vector Multicast Routing Protocol
RFC 1112 IP multicasting (Updated by RFC2236)
RFC 1155 Structure and identification of Management Information for TCP/IP-based internets (MIB)
RFC 1157 Simple Network Management Protocol (SNMP)
RFC 1195 Integrated IS-IS: Use of OSI IS-IS for routing in TCP/IP and dual environments
RFC 1213 Management Information Base for network management of TCP-IP-based Internets: MIB II
RFC 1238 Connectionless Network Protocol MIB
RFC 1239 Reassignment of experimental MIB's to standard MIB's
RFC 1271 Remote Network Monitoring Management Information Base
RFC 1305 Network Time Protocol (Version 3) Specification, Implementation
RFC 1323 TCP extensions for high performance \\\nRFC 1332 Point-to-Point Protocol (PPP) Initial Configuration Options
RFC 1406 Definitions of Managed Objects for the DS1 and E1 Interface Types

NNG07DA47B
ATTACHMENT A

RFC 1584 Multicast Extensions to OSPF
RFC 1661/1662 PPP
RFC 1663 PPP Reliable Transmission
RFC 1723 RIP Version 2 - Carrying Additional Information
RFC 1742 AppleTalk Management Information Base II
RFC 1771-1774 Border Gateway Protocol (BGP)
RFC 1813 Network File System (NFS) Version 3
RFC 1850 OSPF Version 2 Management Information Base
RFC 2022 Support for Multicast over UNI 3.0/3.1 based ATM Networks
RFC 2046 Multipurpose Internet Mail Extensions (MIME) Part Two: Media Types
RFC 2328 OSPF version 2
RFC 2362 Protocol Independent Multicast-Sparse Mode (PIM-SM): Protocol Specification
RFC 2496 Definitions of Managed Object for the DS3/E3 Interface Type
RFC 2702 Requirements for Traffic Engineering Over MPLS
RFC 2865 Remote Authentication Dial In User Service (RADIUS)
RFC 3164 The BSD Syslog Protocol
RFC 3031 Multiprotocol Label Switching Architecture
RFC 3036 LDP Specification
RFC 3569 Source-Specific Multicast (SSM)
RFC 3530 Network File System (NFS) version 4 Protocol

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ATTACHMENT B MANDATORY DELIVERABLES

The following list of deliverables provides a description of each Mandatory Deliverable line item as identified in Attachment A: Technical Specifications for Category B, Class 9 (Mass Storage Devices). Items which are listed under Mandatory Add-ons are mandatory deliverable items which the technical specifications indicate must be provided on the contract, but which may be separately orderable from the required base systems.

Products

CD-RW
DVD-ROM / CD-RW
4-mm DAT external drive
SDLT external drive
STK 9940 external drive
LTO Ultrium external drive
16 slot / tape drive SDLT desktop library system
40 slot / tape drive LTO Ultrium desktop library system
240 slot / 8 drive LTO Ultrium enterprise library system
595 slot / 16 drive SDLT 960 enterprise library system
434 TB Large robotic device (64 drives)
3 TB RAID Blade array
6 TB Scalable RAID
250 GB hard disk drive
HSM Software
Information Assurance Storage Specialist (hourly rate)
Storage/Hardware Engineer (hourly rate)
Technician (hourly rate)

ATTACHMENT C STATEMENT OF WORK

C.1. STATEMENT OF WORK

C.1.1. OBJECTIVES

C.1.1.1. BACKGROUND

This procurement is open to all of NASA including its Contractors as authorized by their Contracting Officer. This includes the NASA centers: NASA Headquarters, Ames Research Center, Dryden Flight Research Center, Goddard Space Flight Center, Johnson Space Center, Kennedy Space Center, Langley Research Center, Glenn Research Center, Marshall Space Flight Center, Stennis Space Center. These contracts will also be available for use by other Federal Agencies and their Contractors as authorized by their Contracting Officer.

Information processing resources management permeates almost every element of NASA. Data rates from scientific and engineering missions are increasing rapidly along with the complexity of information extraction. User friendliness, presentation quality and data formatting are increasingly important in a world of more and more intensive computation and sophisticated graphics. The need for efficient and powerful software and hardware geared towards the various information processing tasks extends from the end user's desktop workstation to high end compute servers. The productivity of NASA is continually increasing through the efficient use of computers and sophisticated applications such as artificial intelligence and expert systems. One of NASA's goals is to optimize the productivity of the individual through the utilization of consistently more powerful computers utilizing the latest in supporting peripherals combined with higher level and more user friendly software on standardized but customizable systems.

Computer facilities throughout NASA are being continuously enhanced by incorporating evolving improvements in state-of-the-art computer system technologies to maintain NASA at the forefront of scientific and engineering processing performance and capabilities and to provide the user community of researchers and engineers with the most sophisticated and powerful computer tools available. The original SEWP contracts helped establish UNIX as the unifying computer system within NASA's scientific and engineering environment. In continuing support of the activities that utilize these computer systems NASA is implementing Indefinite Delivery/Indefinite Quantity (IDIQ) contracts of the latest UNIX computer system technologies. These UNIX computer systems will continue to enhance and unify computational and graphics capabilities to the scientific and engineering community supporting NASA missions.

At the same time UNIX has been standardized for much of the high-end computing needs of NASA, other technologies are integrated into the NASA IT environment. Chief among these is the Windows operating system. Another key technology is the ubiquity of the World Wide Web for information sharing and interface to applications which has made not only computing power, but also networking and security, of major importance in NASA's IT usage. Linux is providing an important research and development tool, which is also being utilized throughout the NASA community, from the desktop to high end compute servers.

C.1.1.2. APPLICATION AND COMPUTATIONAL ENVIRONMENT

In the accomplishment of its mission, NASA utilizes a wide diversity of general and special purpose digital computers ranging from High Speed Vector Processors and Scalable Parallel Processors to desktop workstations. These systems, while diverse in capability, are functionally interoperable through their support of IP networking and interoperability standards. These systems provide source code and application interoperability and portability through their support of the UNIX specifications and/or, where appropriate, with other IT standards and alternate Operating Systems, such as Windows and Linux. They allow users to move between machines in a heterogeneous networked environment while maintaining an interoperable user environment.

NASA's mission, for example, in the Geodynamics, Geophysics, Earth Resources, and Hydrological Sciences areas of investigation, is based on programs of basic and applied research as well as data

analysis and interpretation and is conducted to span virtually the entire breadth of terrestrial utilization of space acquired data. These include investigative studies of the Earth's gravitational and magnetic fields, crustal differentiation, surveying and mapping of crustal magnetic anomalies, computing general ocean circulation and major currents, determination of tectonic plate motion, and monitoring and predicting atmospheric circulation. In the resource observation areas, specific topics being investigated include mapping of geobotanical anomalies; crop, forest, and rangeland mensuration and classification; and determination of soil moisture - vegetation relationships. Snow pack properties and surface imperviousness - water runoff relationships are also studied. These investigations include the study of future systems involving advanced multi-element sensors.

NASA's requirements for computing resources will continue to increase dramatically for all types of machines (vector processors, interactive processors, graphics, and desktop workstations), and for a wide range of power and capacity. A family of UNIX based scientific and engineering computer systems along with alternate, standard operating systems and supporting equipment and software will provide a wide diversity of interoperable functions within NASA and ensure the availability of the best tools for all of the core competencies at NASA.

C.1.1.3. COMPUTER SYSTEMS IN THE NASA NETWORK ENVIRONMENT

Computer networking is a key element of the computer system environment. NASA maintains an extensive network environment with tens of thousands of active network nodes in dozens of domains. The NASA environment is primarily Ethernet and ATM based, and NASA is continually researching emerging technologies to supplement the existing infrastructures where needed. Computer systems will need to support the current highest performance network technologies. NASA aggressively deploys network technology that capitalizes on its huge existing investment while promising long-range viability. This includes Ethernet and Optical as well as integration of advanced state-of-the-art networking technologies.

NASA's existing, installed base of networking equipment is massive and diverse. In order to reduce operational and logistical costs, and in order to enhance availability of the NASA networks, the existing base of equipment is a major consideration for this procurement activity. In the NASA Wide Area Networks (WAN), Cisco, Juniper, Force10, and Foundry routers are prevalent. In the Local Area Networks (LAN), there are Cisco and Extreme routers. Packet switches have been installed from Alantec and Cisco. NASA ATM investigations are dominated by FORE systems switches. In NASA 10Mbps through 10Gbps equipment is installed as well as CWDM (Coarse Wavelength Division Multiplexing); with some ATM and Sonnet. Some smaller network domains have Netgear and SMC equipment installed. Besides the computer system manufacturer-supplied network interface cards (NICs), there have been thousands of NICs installed from Intel, Network Peripherals, and Interphase.

C.1.1.4. ACQUISITION OBJECTIVES

This acquisition's first objective is to have hardware and software available to address an increasingly difficult, complex, and changing set of NASA-specific scientific and engineering problems. For example, problems such as the design and development of complex instrumentation, correlative data analysis between multiple data sources and high-resolution display and animation of complex three-dimensional objects stress the resources of today's most powerful scientific and engineering computer systems and high-speed networks. Yet each of these problems requires computational platforms that are highly extensible in different key areas of computer system technology. In addition increased requirements for distributed computing and sharing of resources and data have created a data and network-intensive computational environment. Ideally this first objective would be met with hardware and software that provide flexibility, functionality, high-speed connectivity and a performance growth path that can address our class specific and interoperability requirements as our science and engineering requirements continue to expand.

This acquisition's second objective is to continue to minimize system incompatibilities across all computer classes and maximize portability and interoperability with both existing and future systems through established government and industry standards that form the basis of an "open systems" environment. This goal will also ensure the most cost effective growth path for our users, and provide

for full and open competition in this and future acquisitions. UNIX has been established throughout NASA as a key element in providing the required engineering and scientific functionality within an "open systems" environment. At the same time, Windows and Linux have become prevalent in the scientific and engineering environment. Therefore, this second objective is met most often with operating systems which are based on the UNIX specification or which provide appropriate interoperability with the UNIX specification across all classes of computer systems and through adherence to other relevant government and industry standards, thereby maximizing interoperability and portability of applications and users and preserving the Government's investment.

A third objective is to provide NASA with a wide range of hardware and software tools to support, interconnect, and enhance NASA's scientific and engineering computer systems. To support the variety of systems and computing related needs and continue to promote and stimulate vendor competitiveness, the contractors associated with this third objective must include access and/or support to the widest possible variety of appropriate vendors. This includes the ability through the technology refreshment process to add new vendors and technology to make enhanced new technical capabilities available. In addition, these systems must include enhancements that provide leading edge technology to the computer system classes. This objective is met through six classes providing: network equipment, security systems, advanced video and conference tools, mass storage devices, computer system support devices and multi-functional printers.

Finally, it is imperative that SEWP embraces innovative procurement transactions and processes. This objective is to facilitate processes that will place a minimal administrative burden on the customer, contractor, and the Government. The Government believes that this can only be accomplished through electronic and automated means. Hence every effort will be made to utilize automated processes for order processing, tracking, delivery, invoicing, and payment. The Government envisions a virtual system in which the customer is empowered to choose what goods and services they need to accomplish their mission, order them directly (if within their authority) receive them directly, and authorize payment.

This empowerment of the customer necessitates the continued enhancement and automation of today's conventional procurement processes. At a minimum this will require standardized electronic communication processes for order processing, pricing exhibits, and management reporting. Further, this system will continue to evolve as standards mature and enabling technologies become available. It is expected that the Government and industry will partner together in this effort.

While each SEWP contract will include appropriate peripherals and class-specific software, a post-award objective is to award set-aside contracts to provide IT-related services: assistive technology products and services; third party maintenance, support, and integration; third party software; advanced supporting equipment; and other appropriate services not covered in the competed contracts.

Overall, this consolidated effort will provide the Government with hardware and software that represents the best overall value to the Government in fulfilling its mission. Further, this effort will minimize the Government's administrative costs, and provide the ability to fulfill our users' needs in a timely manner.

Because the scientific and engineering requirements are standards and interoperability based, combined with the broad base of commonality among requirements, functions, and available COTS solutions, it is assumed that overlap will exist between contracts and across classes. Additionally, any overlap will ensure that end-users will have access to appropriate and complete solutions to meet their varied requirements. Therefore, no single contract will have exclusive rights to provide any given technology nor will end-users be confined in their choice of contracts they utilize. The end-user's decisions will be based on a Best Value and Fair Opportunity determination as required in FAR 16.505(b).

Scope

NASA implements many different missions and projects to meet a wide range of requirements. In addition, other Government agencies will utilize any resultant contract if they determine the available hardware and/or software available meets their technical requirements and represent a Best Value to that organization. As such it is intended that deliverables under this contract may be utilized by:

Government civil servants, Government on-site (or near-site) contractors, Government off-site contractors, Principal investigators, or Universities through grants or cooperative agreements and Government-Owner Contractor-Operated (GOCO) organizations. Therefore, deliverables under the contract are not limited to NASA-specific requirements, although any such deliverable will be available for NASA's usage. While SEWP Contractors are required to provide CONUS delivery, Federal Agencies with OCONUS locations may utilize the SEWP contracts based on mutually agreed upon delivery arrangements.

Regardless of the mandatory items defined, proposed and provided by each class, the scope of all contracts is the same – Information Technology products including hardware, software, maintenance, warranty, product training and firm fixed price services in support of installing and implementing the products.

C.1.2. GOVERNMENT'S OPERATING PLAN

There will be a SEWP Program Office staffed by Government, and NASA support service contract personnel. The SEWP Program Office will be located at GSFC and will serve four main functions: contract management, technical oversight, administrative support, and customer support. The full NASA SEWP Team will consist of the SEWP Executive Committee, SEWP Contracting Officer(s), the SEWP Contracting Officer's Technical Representative (COTR), SEWP Technical Specialists, and the SEWP Business Operations and Workstation Laboratory (BOWL), including the NASA SEWP Program Manager.

C.1.2.1. EXECUTIVE COMMITTEE, CO(S), COTR, TECHNICAL SPECIALISTS

The SEWP Executive Committee will oversee and direct the management of the SEWP contracts. The SEWP Contracting Officer(s) will perform functions normally associated with such position(s). The SEWP COTR will conduct post award implementation and administration. Technical Specialists may be appointed by the Executive Committee to assist the COTR in reviewing and approving all Technology Refreshment proposals from the Contractor. The COTR will maintain a close working relationship with the Contractor regarding current and future technology and the technical breadth and depth of the contract. The Executive Committee, Contracting Officer(s) and COTR will be located at NASA GSFC. The Technical Specialists may be located at various NASA Centers and other agencies.

C.1.2.2. SEWP BOWL

There will be a SEWP contract support group staffed by the Government and a NASA support service contractor, hereafter referred to as the SEWP BOWL (Business Operations and Workstation Laboratory). The SEWP BOWL will be located at NASA GSFC and provide management services, automation services and technical services in support of the SEWP contracts. The SEWP BOWL will be the focal point for SEWP Contractors and customers by serving as a clearinghouse of information and services relevant to the SEWP contracts. The SEWP BOWL is not responsible for promoting the Contractor's products or for conducting market research for the Contractor's products.

C.1.2.2.1. Management Services

The SEWP BOWL will maintain a database containing all information relevant to order and contract monitoring. The SEWP database will be the official repository for pricing exhibits, electronic reports, summaries of purchase orders, and other contract related information. The SEWP BOWL will validate orders to ensure orders are from a federal agency or authorized federal contractor and that the orders include a valid contract number, a signature and date, a total dollar amount and, where applicable, an Administrative Handling Fee amount. As detailed in Attachment D, all orders, except for direct credit card orders under \$100,000, will be routed through the SEWP BOWL office prior to issuance to the Contractor to ensure that appropriate scope, pricing, authorization limits, and other contract and program requirements are monitored at all times. Pricing information will be remotely accessible by Contractors and customers in order to facilitate the generation of contractually correct orders. The database will be populated via electronic processes as defined in Attachment D.

Contractor information systems for order processing and quote generation must be populated with pricing data synchronized with the SEWP database. This will ensure consistency between the Contractor information systems and the SEWP database of record. The data relevant to each Contractor's SEWP contract will be available for access and downloadable by the Contractor on a 24 hours a day, 7 days a week basis. Each time a change is made in the SEWP database relative to a Contractor's offerings, the new data must be updated in the Contractor's order processing and quote generation systems by the Contractor.

The SEWP BOWL will be responsible for supporting Points of Contacts (POCs) and customers at NASA field centers and other federal agencies.

The SEWP BOWL will monitor and facilitate the processing of SEWP orders. These services include problem determination, escalation and resolution, and other front line support services for SEWP customers, Contractors and POCs.

C.1.2.2.2. Automation Services

The SEWP BOWL will maintain an Internet WWW home page containing pricing, order status, promotional and technical support information and other information deemed relevant to the support of the SEWP contracts. The SEWP WWW home page will be accessible to all SEWP customers, POCs and Contractors. It will include product and manufacturer search capability along with on-line Request for Quote tools that may be used by SEWP Contractors and customers to search the official SEWP Contract Line Item and Price database and request information from the Contractor.

The SEWP BOWL will implement electronic services to facilitate the paperless processing of SEWP orders, reports, pricing exhibits and other relevant business documents. The implementation will be Internet-based in accordance with NASA's emerging architecture, as described in Attachment D.

C.1.2.2.3. Technical Services

The SEWP COTR and/or the Technical Specialists, assisted by the SEWP BOWL, will research emerging technologies and assess their applicability to the SEWP contracts regarding price, performance, interoperability, standards, and comprehensive functional capabilities. The SEWP BOWL will refer customers requesting requirements analysis information and services to assist in determining the optimal use of products offered on the SEWP contracts to the Contractors most appropriate for resolving the customer's needs.

The SEWP BOWL's WWW home page will maintain links, documents and software relevant to the technical support needs of SEWP customers. A link to the Contractors SEWP Web site will be provided through the SEWP BOWL's WWW home page.

The SEWP BOWL will maintain a laboratory primarily for use by the SEWP Security Center. Products will be available for on-site and remote use primarily to provide the Government with examples, demonstrations and testing of security related COT's products.

C.1.2.3. SEWP POCS

SEWP Point of Contact (POC) serves two main functions within their respective agencies:

1. Contact person within their agency to answer questions and provide guidance to Government and Contractor employees interested in using SEWP;
2. Person to serve as a liaison between the NASA SEWP Office and their agency, providing feedback and receiving updates to/from the NASA SEWP office on current issues and future goals of SEWP

Agencies may have multiple POCs. A POC can be identified as a Contracting POC, a Technical POC, or both. Agencies are not required to identify an POC in order to utilize the SEWP contracts.

C.1.3. CONTRACTOR RESPONSIBILITIES

C.1.3.1. TECHNICAL SERVICES

C.1.3.1.1. World Wide Web Services

The Contractor shall maintain an Internet World Wide Web (WWW) server for publishing a full complement of contract related resources to the SEWP BOWL, SEWP POCs, and SEWP customers. These resources shall include but not be limited to:

- 1) A soft copy ordering guide (see section C.1.3.3 for ordering guide specifications) suitable for downloading and printing by SEWP customers.
- 2) Online technical specifications and literature for all the Contractor's SEWP offerings for which commercial technical specifications and literature are available. This requirement is mandatory for Category A contracts and desirable for non-Category A contracts.
- 3) Identification of the Contract as part of a multi-award Government-Wide Acquisition Contract (GWAC) with accurate and clearly stated posting of the Fair Opportunity Clause found within the body of the Contract
- 4) On line program support information including:
 - a) How to obtain a quote for hardware, software, or services, including names, telephone numbers and email addresses of appropriate sales representatives.
 - b) Policy and procedural information regarding installation, basic warranty, extended warranty, technical support, software support, and other post delivery issues. This will include the names, telephone numbers and email addresses of appropriate support staff.
 - c) How to trouble shoot a problematic order including names, telephone numbers and email addresses of appropriate support staff.
- 5) Links to related WWW resources such as corporate home pages and the SEWP BOWL home page, patch databases, technical specifications and security databases.

The Contractor shall provide these SEWP-specific WWW capabilities within three days of contract award.

The Contractor's SEWP related Web pages shall comply with all applicable Government Access Standards for Electronic and Information Technology including such standards based on Section 508 of the Rehabilitation Act Amendments.

C.1.3.1.2. Systems for Operational Capability Demonstration

If the Government determines a need to verify the technical capabilities or otherwise demonstrate required functionality of base systems and base products, the contractor shall deliver those products prior to placement of the first delivery order after contract award to undergo operational capability demonstration (OCD). If the contractor submits a technology refreshment proposal for a base system or base product, the Contractor shall, upon Government request, deliver the proposed base system or product to the SEWP BOWL where it may, at the discretion of the COTR and/or Technical Specialist, undergo an OCD to verify the proposed system/product meets the required specifications. Title to the equipment and responsibility for the timely maintenance and security of the equipment shall remain with the Contractor during the OCD. Dysfunctional equipment or equipment that fails to pass OCD or does not provide adequate system security as defined by current NASA policy, shall be removed from the SEWP BOWL by the Contractor at the discretion of the SEWP BOWL and replaced with corrected equipment. If the equipment fails due to Government negligence, then the Government will be responsible for repair charges.

C.1.3.1.3. SEWP BOWL Technical Support

The contractor shall provide to the SEWP BOWL, at no additional expense, a full complement of technical support services including:

- 1) Timely nondisclosure briefings on emerging technologies relevant to SEWP.
- 2) Commercially available technical specifications, either on-line or in hard-copy form, for all base system components, with such documents for all products available on the Contractor's SEWP contract available by request.
- 3) Continuous adherence to any relevant Government, NASA, and Goddard security requirements.

C.1.3.2. PROGRAM OFFICE SUPPORT

The Contractor shall staff a SEWP program office that will facilitate communications, electronic reports, order processing and trouble shooting, customer support services, contract modifications, process improvements, technical support services, and any other services deemed necessary to the success of the Contractor's SEWP contract.

C.1.3.2.1. Communication Services

The Contractor shall have the ability to communicate with the SEWP BOWL, SEWP POCs, and SEWP customers via telephone, facsimile, and electronic mail. Communication will include technical, administrative, contract management, and customer support issues.

The Contractor shall have an Internet electronic mail address. The Contractor shall also have the ability to browse Internet WWW pages, especially SEWP and NASA specific home pages from the program office.

C.1.3.2.2. Customer Support Services

The Contractor shall provide, free of charge to SEWP customers, the following customer support services:

- 1) Timely and accurate sales quotes based on current SEWP offerings and prices.
- 2) Timely dispatch of up-to-date hard and soft copy ordering guides.
- 3) Commercially available technical specifications, either on-line or in hard-copy form, for any product available on the Contractor's SEWP contract, per a customer's request.
- 4) Configuration analysis to determine the suitability, correctness and availability of a Contractor's offerings to the customer's requirements.

C.1.3.2.3. Program Manager Meetings

The Contractor shall meet regularly with the SEWP BOWL and SEWP POCs to review the state of the Contractor's SEWP contract, to discuss improvements to technical and administrative processes, and to incorporate customer feedback into the SEWP processes. There will be 2 to 4 Program mandatory Program Manager Meetings annually inclusive of the SEWP Annual Retreat. Except for the Annual Retreat, the meetings will be held at or near GSFC.

C.1.3.2.4. Sales and Program Training

The SEWP BOWL shall provide, free of charge to the contractor, the following training services:

- 1) Within 6 months of contract award, the contractor will arrange for at least 1 SEWP Contract and Program training session. The training will be provided either at the contractor's facility or a mutually agreed upon site. The training will be free of charge and presented by the NASA SEWP Program Office and is a 2-hour session. Through this initial required session and any necessary follow-ons, it is expected that all sales agents and other contractor staff associated with this contract will attend at least one such session.
- 2) Periodically, throughout the contract period of performance, courses for new employees and/or refresher courses for current employees will be arranged with the NASA SEWP Program Office.

If major changes or issues arise either directly with the contractor or with the SEWP Program as a whole, follow-up training sessions may be made mandatory at NASA SEWP Program Manager's discretion.

C.1.3.3. ORDERING GUIDES

The Contractor shall make accessible to SEWP customers electronic ordering guides detailing the Contractor's SEWP offerings. A downloadable and/or printable version of the ordering guides must also be provided.

C.1.3.3.1. Ordering Guides

The Contractor shall utilize the WWW to publish an electronic ordering guide suitable for downloading and printing by SEWP customers. The electronic ordering guide shall be available via the WWW prior to placement of the first delivery order after contract award. Updated versions shall be available no later than 10 business days following each contract modification. The ordering guides should contain the following components:

- 1) Program support information including:
 - a) How to obtain a quote for hardware, software, or services, including names, telephone numbers and email addresses of appropriate sales representatives.
 - b) Policy and procedural information regarding installation, basic warranty, extended warranty, technical support, software support, and other post delivery issues. This will include the names, telephone numbers and email addresses of appropriate support staff.
 - c) How to troubleshoot a problematic order including names, telephone numbers and email addresses of appropriate support staff.
- 2) Overview information about the Contractor and the SEWP contracts.

C.1.3.4. ELECTRONIC PROCESSES

The Contractor must be able to automatically transmit, receive and process information to and from the SEWP BOWL via electronic means as identified in Attachment D. General policies and procedures shall be established and published (Attachment D) by the SEWP BOWL to be followed by the Contractor when using electronic methods for transmitting, receiving, and processing business documents. The Contractor must comply with these policies and procedures.

It is the goal of this procurement to utilize the Internet for the exchange of all relevant business documents. It is also desirable to accommodate a broad and diverse customer base. Where a customer is not yet able to transmit electronic documents, it may be necessary for the Contractor to process traditional paper documents. It is not the policy of this procurement to encourage paper orders, merely to accommodate them where electronic ordering is not yet possible.

For order processing, at a minimum, the Contractor shall be able to process the following electronic documents:

- 1) Delivery Order
- 2) Order Status Reports
- 3) Post Order Reports
- 4) Administrative Handling Fee Reports

For technology refreshment and contract modifications, at a minimum, the Contractor shall be able to process the following electronic documents:

- 1) Technology Refreshment Requests

C.1.3.5. TECHNOLOGY REFRESHMENT PROPOSALS

The SEWP Technology Refreshment (TR) process is the method by which contractors shall update offerings on their SEWP contracts. TRs shall be initiated by the Contractors, evaluated by a SEWP Technical Specialist or COTR to ensure price and scope compliance, if approved added to the SEWP database of record, and then forwarded to the SEWP Contracting Officer for contract modification.

Approved TRs shall be reviewed by the SEWP Technical Specialist or COTR on a timely basis. TRs including only price decreases and/or administrative changes will be automatically approved and may be submitted as often as necessary. While there is no limit to TR submittals per contractor, contractors are expected to keep their TR submittals at a reasonable level

All pricing exhibits and pricing information relevant to the TR will be submitted to the SEWP BOWL as described in Attachment D.

C.1.3.6. CATEGORY B: MANUFACTURER / RESELLER REQUIREMENTS

The Category B Contracts require the establishment of Manufacturer / Reseller relationships with as large and as inclusive as possible a set of major class-related manufacturers. This is to provide adequate coverage of the breadth of the requirements for NASA, and fosters a competitive environment for the various types of equipment.

Due to the large dependency on manufacturers for providing the required products in these categories, the contractor must continuously demonstrate the ability to negotiate with the wide range of contractors to obtain the appropriate support, materials, and pricing structure.

C.1.4. GENERAL CONTRACT REQUIREMENTS

C.1.4.1. SOFTWARE

For convenience the term "contractor" in this section refers to either the prime contractor or the appropriate sub-contractor.

C.1.4.1.1. SOFTWARE FURNISHED

The contractor shall furnish the applications and/or operating system software listed in Attachment A, Technical Specifications, as well as all supporting evaluated optional features set forth in Attachment A, Technical Specifications, that are proposed by the contractor and accepted by the Government.

C.1.4.1.2. SOFTWARE SUPPORT

Software support service shall only be applicable to software purchased under this contract. Software support shall consist of correction revisions through software patches, software upgrades, and technical support for problem resolution.

The contractor shall furnish full documentation of all changes and/or modifications to the applications and/or operating system software.

a) Basic Software Warranty

The purchase of software includes a basic software warranty, which provides, at a minimum, a 90-day warranty that the software delivery medium is free of defects. Other software warranty functions that are in accordance with the Contractor's standard commercial practices shall also be provided.

b) Extended Software Warranty

The purchase of Extended Software Warranty provides, for a one or multiple year period from date of purchase at no additional charge, the end user with all new versions, upgrades, modifications and patches to the associated software. The contractor shall deliver software upgrades covered by the Extended Software Warranty directly to end users entitled to receive them. Other software warranty functions which are in accordance with the Contractor's standard commercial warranty/maintenance practices shall be included as part of the Extended Software Warranty.

c) Software Patches

Software patches are modifications to the software that provide fixes to address security issues and known problems. Software patches shall be provided to all end users through on-line access. Software patches are provided to all end users at no additional cost beyond the initial cost of the software.

d) Technical Support

End users may obtain direct technical support from either the contractor or the appropriate software vendors throughout the selected warranty period. The contractor shall provide a toll-free voice telephone hotline. The voice hotline will, at a minimum, be manned 9 a.m. to 8 p.m. (Eastern Standard Time), Monday through Friday (excluding Government holidays).

C.1.4.1.3. SOFTWARE PERFORMANCE

Furnished software shall conform to and perform in accordance with contractor's functional descriptions and data requirements as set forth in Attachment A, Technical Specifications, of this contract and shall meet all the other requirements stated in this contract.

C.1.4.1.4. OPERATING SYSTEM SOFTWARE

The contractor shall provide and support the operating system software required to make use of the equipment acquired under this contract. Operating System software refers to those routines that interface directly with hardware peripheral devices, the computer operations, and applications and utility programs.

C.1.4.1.5. SOFTWARE LICENSING

The contractor shall, wherever possible, provide software licensing and/or maintenance arrangements with either site-wide, contract-wide, bulk purchase discounts or credits, or other structures to provide competitive software pricing and availability.

C.1.4.2. MANUALS AND PUBLICATIONS

The contractor shall furnish the most current version of ordered documentation to the end user.

C.1.4.3. COMPLIANCE WITH FIP STANDARDS

All equipment and software acquired under this acquisition must conform to specified applicable Federal Information Processing Standards Publications (FIPS PUBS). For this contract the applicable FIPS PUBS are identified in the Technical Specification.

C.1.4.4. CABLING

The contractor shall provide all cables, cable connectors and termination needed for installation and operation of the equipment, as a stand alone system.

C.1.5. WARRANTY

At anytime during the standard commercial warranty period, the Government shall have the option of purchasing extended warranty. The Government shall additionally have the option to purchase mission critical warranty uplift to provide greater coverage than provided by the extended warranty where such mission critical warranty is commercially available. This section describes the terms for coverage under basic warranty, extended warranty and, where noted, the enhanced coverage for mission critical warranty uplift.

C.1.5.1. RESPONSIBILITIES OF THE GOVERNMENT

Government personnel will not perform maintenance or attempt repairs to equipment while such equipment is under warranty unless agreed to by the parties via modification to a Delivery Order.

Subject to security regulations, the Government will permit access to the equipment that is to be under warranty.

The Government will provide time for contractor-sponsored modifications within a reasonable time after being notified by the contractor that the modification is ready to be made. The modification will be made outside the normal principal period of service unless another mutually agreeable time is decided upon.

The Government will maintain site requirements in accordance with the equipment environmental specifications furnished by the manufacturer and agreed to at time of award.

C.1.5.2. RESPONSIBILITIES OF THE CONTRACTOR

When on-site warranty service is purchased, the contractor shall provide on-site warranty service, labor and parts. Warranty service does not include electrical work external to the equipment, the furnishing of supplies, and adding or removing accessories, attachments, or other devices. It does not include repair of damage resulting from accident; transportation between Government sites; neglect; misuse; failure of electrical power, air conditioning, humidity control; or causes other than ordinary use.

While the contractor's personnel are at the Government facility, the contractor is responsible for compliance with all laws, rules and regulations governing conduct with respect to health and safety - not only as they relate (i) to its employees and agents, but (ii) also to other personnel and to property at the site regardless of ownership. While on Government premises and in possession of Government property, the contractor is responsible for such property and any damages thereto.

Should the Government make alterations or install attachments that affect the service of this system, the continuation of warranty service on the system shall be subject to mutual agreement. Should the alterations or attachments increase or decrease the service costs to the contractor, adjustment to service charges shall be made on an individual installation basis. If such alterations or attachments create a safety hazard, the contractor may discontinue warranty service on the hazardous equipment.

Contractor-sponsored alterations or attachments to the system shall be made only with the consent of the Government.

The Contractor shall take full responsibility for providing all diagnostic software programs that are utilized during service of the applicable systems. The Contractor shall maintain the diagnostic routines so that they are compatible with the revision levels of the computer components.

C.1.5.3. COMMERCIAL WARRANTY

The Contractor shall provide the Government with warranty equivalent to their commercial warranty offerings in terms of response time, principal period of service. In lieu of a commercial warranty, at a minimum, warranty shall be offered in one year increments with the following coverage: five days a week (Monday through Friday) and for eight (8) hours a day during business hours, with a next day response time.

C.1.5.4. Preventive Maintenance

For large computer systems and other products that require periodic preventive maintenance, the contractor shall specify in writing the frequency, duration, and quality of preventive maintenance provided to purchasers of basic and extended warranty. The quality of the preventive maintenance shall be equivalent to that provided by the contractor for leased equipment. Preventive maintenance shall be performed during 8 a.m. to 5 p.m. local time, or outside that time period upon mutual agreement between the contractor and Government. The Government has the right to defer scheduled PM at its own discretion.

C.1.5.5. CATEGORY B: NETWORK CLASS BOARD SWAPPING

In addition to extended warranty, the contractors for the Network Classes shall make available a board swapping program under which the users can contact the contractor and request next-day delivery of replacement boards. If the part is in stock, the contractor shall ship via the Overnight Express company of their choice. Board swapping is covered on a unit price monthly fee basis.

C.1.5.6. QUALITY OF REPAIR SERVICE

The following sections describe the quality of repair services.

C.1.5.6.1. Level of Parts Replacement

The level of replacement of worn or defective parts shall be consistent with the original manufacturer's design of the equipment. Field maintenance technicians shall not try to repair faulty modules on-site if the equipment was designed for the replacement of modules. The Contractor has responsibility for repair or replacement of all faulty equipment of the system including cables, cabinets, power supplies, or other items necessary to return the system to operational status.

C.1.5.6.2. Quality of Parts

Only new standard parts or parts equivalent to new parts in performance shall be used in effecting repairs. Parts that have been replaced shall become the property of the Contractor.

C.1.5.6.3. Field Engineering Changes

The Contractor shall install all required field engineering changes within 30 days (based on reasonable access to the place of performance) after Original Equipment Manufacturer (OEM) availability of the change. Concurrence of the Government shall be required prior to the installation of the field engineering changes and they shall be installed at no additional cost to the Government during the basic or extended warranty period.

C.1.5.6.4. Spare Parts Inventories

The Government does not require that the contractor keep spare parts needed to complete repairs in the local area. If the contractor chooses to keep spare parts locally in order to expedite repairs then title to such spare parts, unless installed in Government owned equipment, shall remain with the Contractor.

C.1.5.6.5. Pre-maintenance Inspection

If extended warranty is purchased for equipment for which basic warranty has previously expired, the Contractor is entitled to perform, at no charge to the Government, within 15 days from the receipt of the Delivery Order requesting extended warranty, a pre-maintenance inspection in order to certify that at the time the contractor commences extended warranty coverage the equipment meets current OEM specifications. If any equipment is not up to current OEM Revision levels by OEM standards, the Contractor shall submit an estimate, within the 15 day period. The estimate shall detail the price of labor and parts to be performed to bring that equipment up to the OEM maintenance level. The Government may choose to accept the Contractor's estimate or to have the OEM, a third party, or previous contractor, perform the upgrade. If the Government chooses not to have the piece of equipment or a system brought up to OEM maintenance level, the Contractor is not obligated to maintain that piece of equipment or that system.

C.1.5.7. TEMPORARY OFF-SITE REMOVAL OF EQUIPMENT FOR SERVICING

Prior to the removal of any equipment the Contractor shall comply with all local Government property management policies.

C.1.6. USED EQUIPMENT AND MATERIALS

Equipment and materials must be identified as used and/or reconditioned/refurbished and must be warranted with the same terms as new materials and with the warranty length as per current commercial practice of the contractor.

C.1.7. INSTALLATION

The Government may order computer systems, software, components and other equipment with no installation. However, the contractor shall offer installation of all system hardware, system software,

and cabling. This does not need to include attachment to a network or configuration of network parameters.

C.1.7.1. SITE PREPARATION

Where required, the Government will provide the Contractor access to sites for the purpose of evaluating environment, power, and safety requirements prior to a scheduled installation date. The Government must authorize all new electrical and LAN installations. If power changes or alterations are required for installation, all such alterations will be performed by the Government. The Contractor should make every effort to place equipment that requires the standard 115-120V capacities for CONUS installations unless otherwise requested by the Government.

C.1.8. REHABILITATION ACT AMENDMENTS OF 1998 – SECTION 508 APPLICABILITY

All items which are identified as EIT in terms of Section 508 (Accessibility) requirements must be noted by the contractor as compliant, non-compliant, or requiring Agency Review based on how the equipment meets or does not meet the applicable standards for that technology.

EIT is information technology (IT), as defined at FAR 2.101, and any equipment or interconnected system or subsystem of equipment, which is used in the creation, conversion, or duplication of data or information. EIT includes:

- telecommunication products, such as telephones;
- information kiosks;
- transaction machines;
- World Wide Web sites;
- Software and Operating Systems
- Computers
- multimedia (including videotapes); and
- office equipment, such as copiers and fax machines.

EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101.

C.1.8.1. APPLICABLE STANDARDS

One or more of the following 508 standards apply to all SEWP EIT line items

- Software Applications and Operating Systems (1194.21)
- Web-based Intranet and Internet Information and Applications(1194.22)
- Telecommunications Products (1194.23)
- Video and Multimedia Products (1194.24)
- Self Contained, Closed Products (1194.25)
- Desktop and Portable Computers (1194.26)

The contractor must comply with these technical standards at 36 CFR 1194. The contractor must provide a completed Voluntary Product Assessment Template (VPAT) and/or document how each product was tested for Section 508 conformance. All Section 508 standards will be complied with in performing this contract.

C.1.8.2. MANUFACTURER'S 508 COMPLIANCE

Whenever the contractor requests a new manufacturer to be added to the available SEWP manufacturer's list per Section D.3.1. Manufacturer Request, one or more of the following must be provided concerning the applicability, compliance and available information with regards to 508 compliance:

- indicate that the manufacturer has no EIT applicable products; or
- provide a link to the manufacturer's 508 VPAT information for applicable EIT equipment; or

provide a link to other documentation on how each product from the manufacturer was tested for 508 compliance; or
provide the SEWP Program Office with all applicable VPAT's and/or other documentation on how each product from the manufacturer was tested for 508 compliance; or
indicate that 508 applicable information is available on a per item basis by contacting the contractor

C.1.9. SECURITY

Due to the sensitive nature of equipment and data present at all NASA sites, Contractor personnel requiring access shall meet the NPR 1600.1, "NASA Security Program Procedural Requirements" (U.S. citizenship) to obtain badges and vehicle decals. An escort will be provided when required for access into restricted work areas.

The COTR or their designated Technical Specialist at each NASA or other Government site will work security issues with the Contractor as needed to ensure that sensitive, private and confidential as well as classified information is safeguarded.

NASA recognizes the emerging technology for fleet management for remote management of network-connected devices. Such systems must comply with NPR 2810.1 "Security of Information Technology." Each NASA Center will require certification prior to installation that all such systems meet ongoing standards for firewall, network, and access security.

C.2. STATEMENT OF WORK FOR CONTRACTOR SUPPLIED MFPS

While the SEWP contracts are primarily used as a purchase vehicle for the Federal Government, the Government may utilize the contracts as a basis for contractor-supplied products and services. This section, while specifically designed for contractor-supplied Multi-functional Printers (MFPs) obtainable through Class 11, the Government may use this section as a basis for similar SOWs in other classes.

Besides the requirements in Section C.1. Statement of Work, the Class 11 Contractor must also be able to comply with the additional requirements in this section for contractor-supplied and serviced products. Contractor-supplied products provide for the Government to submit a delivery order for MFPs to be placed at multiple sites and serviced throughout the life of the order as described below and supplemented by additional terms and conditions at the delivery order level.

An example of this type of arrangement would be a set of multi-functional printers located at Goddard Space Flight Center which will remain the Contractor's property, but fully accessible by Goddard employees.

Note that the requirements in this section are only in effect if specifically stated at the delivery order level. Additional terms and conditions may be added by the Government on a given delivery order.

C.2.1. CENTRALIZED DATABASE AND REPORTS

A centralized web-accessible database shall be provided and maintained by the Contractor for electronic access by all of the sites. The Contractor shall enter all data regarding each product and service and associated transactions into the database in real time for standard report generation. The Contractor shall post all requests and completed delivery times to the centralized web-accessible database. The orders will include the location and serial number of the equipment for which the supplies are required.

All reports shall be site specific and default to the site making the request. These reports include: invoicing, equipment history, servicing and utilization analysis.

C.2.2. SERVICE CALLS

One local or 800 number shall be established by the Contractor to be used to request service, supplies, and training. This number shall be staffed (no answering machine) to accommodate business hours at each NASA site. The Contractor will post all calls in real time (the time the call is received) to the Contractor's web-accessible electronic database.

Service calls on networked units require the Contractor to confirm whether the problem is with the network or the unit. Confirmed network problems become the responsibility of the network provider, and will not be counted against the Contractor as downtime.

During the standard hours of operation in each time zone, the Contractor shall respond to and begin repairs within 4 hours after notification of a malfunction by the customer. Response time on a service call begins when the call (placed by phone) is received by the Contractor. Service calls are to be entered into the database in real time. Service calls received after standard hours of operation shall begin the following business day.

If the technician is unable to complete the repair within 4 hours, the electronic database shall contain the current status of the repair and an estimate of how long it will take to complete.

In those cases where repairs cannot be completed within 16 working hours, a replacement unit shall be provided by Noon the next business day. All performance metrics and specifications apply to replacement units, which must meet or exceed the specifications of the replaced equipment and be billed at the same rate. The unit will be considered down until the replacement is provided and fully operational.

If the original unit cannot be repaired, the Contractor shall provide a permanent replacement unit. The Government Point of Contact (POC) for the order shall be the final authority in determining when a unit must be replaced due to unsatisfactory performance. If three (3) service calls for the same problem are placed within two (2) consecutive months for a particular unit, the Contractor will be required to permanently replace the machine.

The service ticket shall not be closed until the POC has verified that the unit is fully operational. The Contractor shall devise a method of customer feedback for each service ticket whereby the POC can verify the unit is or is not operational before a service ticket is closed. The POC closes out the service call by signing the technician's repair sheet where required, and including the date and time the repair was completed.

C.2.3. IDENTIFICATION STICKERS

When placing equipment at a Government site, the Contractor shall affix to each unit a highly visible (minimum size of 4" x 8") identification sticker. This sticker shall include the serial number, the model number, and the service/supply phone number. The Government reserves the right to affix internal identification tags/stickers/numbers to each unit placed.

C.2.4. SUPPLIES FOR CONTRACTOR-SUPPLIED MFPS

The Contractor shall supply the following at each site (inclusive of the MFP order) :

- Toner and all consumable supplies required for hardcopy output for copying, printing, and facsimile functions. Contractor shall work with the Government to implement a process to recycle used toner containers at no cost to the Government
- Replacement parts

The Contractor is required to deliver to each site a supply of consumables, which will handle the proposed monthly number of hardcopy output as defined on the delivery order.

The Contractor shall deliver the additional supplies within 4 hours. Requests that are received after 4:00 p.m. local time will be delivered no later than Noon the following business day.

C.2.4.1. TONER CARTRIDGE REMOVAL

The Contractor shall be responsible for the removal of all used toner and toner cartridges.

C.2.5. TRAINING

The Contractor shall provide training to users at the time of the initial installation. Additional training shall be provided on an "as-needed" basis when requested by the customer.

C.2.6. METER READINGS

The Contractor shall be responsible for taking accurate meter readings monthly at each location during the last business week of the reporting period. The Contractor shall review all meter readings for inconsistencies and ensure accuracy.

If the MFD is located in an area that cannot be accessed, a meter reading shall be relayed to the Contractor verbally by the Government

C.2.7. RELOCATION OF MFD EQUIPMENT

During the period of performance of a delivery order, unit relocations may be necessary. The Contractor shall relocate MFD at the request of the Government. There are two (2) categories of relocation support:

- Category "Urgent": the Contractor has 24 hours (1 day) from the time of notification to perform the move.
- Category "Routine": the Contractor has a maximum of 5 days from the time of notification.

Equipment shall be moved or relocated only by authorized Contractor personnel.

C.2.8. INTRODUCTION OF NEW MFD MODELS/TECHNOLOGY

At any time during the delivery order period, the Contractor may introduce new or improved models as replacements for models initially supplied. Any proposed new model offered must meet or exceed the specifications of the previous model to be replaced and must be approved by the Government before being installed.

The Contractor is responsible for providing all software and/or print driver upgrades upon their release, with no additional cost to the Government.

C.2.9. DISCONTINUANCE OF SERVICE

Service on a unit or set of units may be discontinued within no less than 5 business days unless otherwise stated upon receipt of written notice from the Government. Requests for removal will contain the following information:

- Location,
- Model number,
- Serial number, and
- Expected removal date.

The Contractor shall only bill the Government for the production up until the time of removal.

C.2.10. PHASE-IN OF A DELIVERY ORDER

The phase-in refers to the delivery and installation of equipment. The Contractor shall provide a phase-in plan based on site surveys no later than 30 days after delivery order receipt for review and approval. The Government specifically reserves the right to amend phase-in schedules proposed by the Contractor.

The Contractor's phase-in plan shall include, but is not limited to:

- administrative matters (personnel listing including phone numbers)

- compliance with agency delivery and security requirements
- time line for planned walk-through
- concept for placement of machines
- timeline for completion with installation, training
- method of supply and/or paper delivery
- logistic (i.e. lift capabilities)
- power sources & requirement, supplies
- operational schedule for web-based electronic database
- all staffing issues for phase-in schedule and administration
- meter reading methods
- customer education of phase-in
- any other information the Contractor deems pertinent to phase-in operations

If necessary and if available, a staging area for phase-in may be designated to the Contractor by the Government.

C.2.11. PHASE-OUT OF A DELIVERY ORDER

At the end of the delivery order period, the Contractor shall provide all resources required to ensure a smooth transition for the Government.

The Contractor shall provide a detailed phase-out plan for removing all units. The phase-out plan shall be provided no later than 30 days prior to the scheduled removal of the first unit and is subject to approval and/or revision by the Government.

The Contractor's written phase-out plan shall include, but is not limited to:

- administrative matters (current personnel listing including phone numbers)
- compliance with agency delivery and security requirements
- timeline for removal of machines
- lift capabilities, supplies
- staffing for removal

The Contractor's Electronic database shall remain operational for the duration of the phase out.

The Contractor shall work with the Government to establish phase-out and removal schedules that allows for a smooth transition with the Government's planned follow-on activity.

ATTACHMENT D CONTRACTOR / GOVERNMENT COMMUNICATION REQUIREMENTS

One of the Acquisition Objectives of SEWP is to promote and utilize electronic based methods and practices. While commonly placed under the e-Commerce umbrella, SEWP recognizes the need to provide for a variety of electronic-based procedures some of which do not traditionally fall within the e-Commerce realm; e.g. Fax image files, e-mail text files, etc. There are also many legacy systems and unplanned occurrences which require a flexible system capable of handling both electronic and paper processes. Neither Industry nor Government have concurred on a single solution that is capable of covering all Industry and Government needs. It is, therefore, the Government's intention to work with Contractors and Government Agencies to accept and deliver information such as orders, status reports, contract refreshments, etc. in mutually agreed upon formats. This addenda, therefore, provides only a basic outline of the types of electronic reports, including required data, which must be accepted and/or provided by the Contractor to the SEWP BOWL. Actual implementations of the reports will be finalized and tested prior to placement of the first delivery order after the signing of the Contract. Where encryption is indicated, the Contractor and SEWP BOWL will mutually agree upon the methodology.

D.1. ON-LINE QUOTING

When a Request for Information (RFI) or Request for Quote (RFQ) is issued using the NASA SEWP on-line RFI/RFQ system, the Contractor must respond either

- by sending the following files to the SEWP BOWL:

- 1) the Contractor-generated quote in either an image file, MS Word or Excel document or a mutually agreed upon format.
- 2) a file listing the CLINs included in the quote either as a text file, MS Word or Excel document or a mutually agreed upon format.

- Or by sending a "No Bid" response to the SEWP BOWL.

The SEWP BOWL will ensure all responses are immediately forwarded to the original RFI/RFQ requestor.

D.2. ORDERING

As described below, all SEWP orders must be assigned a SEWP S4N tracking number in order to be considered a valid order. All Delivery Orders and credit card orders over \$100,000 must be sent, processed and assigned an S4N number prior to being processed by the contractor. If the SEWP COTR has authorized the contractor to accept credit card orders directly, then credit card orders under \$100,000 may be processed immediately upon receipt by the Contractor as described in Section D.2.2. Credit Card Order Processing.

D.2.1. DELIVERY ORDER PROCESSING

The following methods / paths will be available to Government entities for transferring Delivery Orders to the SEWP BOWL:

- 1) Fax
- 2) E-mail Attachment in one of the following formats
 - a) Plain text
 - b) PDF
 - c) HTML
 - d) JPEG
 - e) TIFF
 - g) Gif
 - h) Microsoft Excel
 - i) Microsoft Word
 - j) Other mutually agreed upon format
- 3) Paper copy sent via US Mail or private courier
- 4) Other Electronic format mutually agreed upon by the Government entity and the SEWP BOWL

Regardless of the method and format which the Delivery Order is sent to the SEWP BOWL, all Delivery Orders will be transferred to the contractor as an attachment to an e-mail. The attachment will be in one of the following formats:

- 1) Plain text

- 2) PDF
- 3) HTML
- 4) JPEG
- 5) TIFF
- 6) Gif
- 7) Microsoft Excel
- 8) Microsoft Word
- 9) Other mutually agreed upon format

The SEWP contractor must demonstrate their ability to accept at least the formats listed above prior to the issuance of the first Delivery Order against their contract.

D.2.1.1. DELIVERY ORDER INFORMATION

Regardless of the path used by the Government entity to create a SEWP delivery order and the method by which the Contractor accepts the order, the following information must be present in each delivery order:

1. Date of order
2. Signature (direct, electronic, or implied through pre-approved method) of authorized Government Ordering Official;
 - a. Contracting Officer for Purchase/Delivery Order
 - b. Credit Card Holder Name for credit card orders
3. Name and phone number of authorized Government Ordering Official
4. Name of Issuing Agency
5. Name of Ordering Agency (if different from Issuing Agency)
6. Order Number
 - a. Unique order number for the Ordering Government entity - Ordering Agency determines the Order Number
7. Contractor Name and SEWP Contract Number
8. Appropriation and accounting data
9. Billing and Invoice Address
10. Shipping Address
11. SEWP CLINs (Contract Line Item Numbers) and product descriptions to be delivered
12. Administrative Handling Fee amount (SEWP-Z CLIN)
13. Total order amount
14. Additional mutually agreed upon Terms and Conditions, Statement of Work, etc.
15. Period of performance for any associated services

Additionally, after an order is processed at the SEWP BOWL, either electronically or manually, a unique tracking number, referred to as the SEWP IV Control Number (S4N), will be assigned by the SEWP BOWL.

D.2.2. CREDIT CARD ORDERS

Contractors may be authorized to directly accept credit card orders over the telephone and/or through a Website or other electronic means from a Government entity without first passing the order through the SEWP BOWL based on the following requirements:

- 1) For orders under \$100,000, the requirements are:

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ATTACHMENT D

- a. for orders between \$2,500 and \$100,000, within one business week of receipt of the order, the contractor must send to the SEWP BOWL either by fax or e-mail a credit card order report in a mutually agreed upon format containing at least the following information:
 - i. Date of order
 - ii. Name and phone number of card holder
 - iii. Agency name and site of contract holder
 - iv. Unique tracking number
 - v. Contractor name and SEWP contract number
 - vi. SEWP CLINs (Contract Line Item numbers) and/or manufacturer part numbers of items on the order
 - vii. CLIN Descriptions
 - viii. SEWP administrative handling fee
 - ix. Total dollar amount of order
 - b. for orders under \$2,500, within one week of receipt of the order, the contractor must send to the SEWP BOWL either by fax or e-mail a micro-purchase credit card order report in a mutually agreed upon format containing at least the following information:
 - i. Date of order
 - ii. Agency name
 - iii. Unique tracking number
 - iv. Contractor name and SEWP contract number
 - v. Total dollar amount of order
 - c. Upon receipt of a credit card order report, the SEWP BOWL will review and process the order and assign an S4N tracking number and report the information to the Contractor
- 2) For orders over \$100,000, the requirements are:
- a. for orders over \$100,000, prior to processing the order, within one business day of receipt of the order, the contractor must send to the SEWP BOWL either by fax or e-mail a credit card order form in a mutually agreed upon format containing at least the following information:
 - i. Date of order
 - ii. Name and phone number of card holder
 - iii. Agency name and site of contract holder
 - iv. Unique tracking number
 - v. Contractor name and SEWP contract number
 - vi. SEWP CLINs (Contract Line Item numbers) and/or manufacturer part numbers of items on the order
 - vii. CLIN Descriptions
 - viii. CLIN prices and quantity
 - ix. SEWP administrative handling fee
 - x. Total dollar amount of order
 - xi. Additional Terms and Conditions associated with the order
 - b. Upon receipt of a credit card order form for over \$100,000, the SEWP BOWL will review and process the order and assign an S4N tracking number and report the information to the Contractor
 - c. After the Contractor receives the assigned S4N tracking number, the Contractor may process the order
- 3) the contractor must demonstrate to the SEWP COTR the process used to ensure that all credit card orders accepted directly by the contractor will be reported to the SEWP BOWL per the above requirements

Note that Delivery Orders paid with a Government credit card are considered to be Delivery Orders and not credit card orders and, must, therefore be sent to the SEWP BOWL per Section D.1.1. Delivery Order Processing

D.3. TECHNOLOGY REFRESHMENT REQUESTS

The manufacturer request and technology refreshment (TR) reports may be utilized by the contractor to request addition of new technology and either price and/or informational changes to existing technology.

D.3.1. MANUFACTURER REQUEST

Prior to requesting the addition of a technology to a contract, the original manufacturer of that technology must first be authorized by the SEWP COTR or his/her Technical Specialist.

- 1) if the manufacturer is not on the currently approved SEWP manufacturer list, the contractor must request approval of the manufacturer using the SEWP provided Manufacturer Request tool available at the SEWP Contractor-only website. At a minimum, the manufacturer request will include:
 - a. Manufacturer name
 - b. Manufacturer description
 - c. Manufacturer business size
 - d. URL of Manufacturer's website (if it exists)
 - e. Product category(ies); e.g. Servers; Input Devices; etc.
 - f. Flag indicating if contractor is an authorized reseller. If the contractor is an authorized reseller, the following Manufacturer contact information will also need to be included:
 - i. Contact name
 - ii. Contact phone number
 - iii. Contact e-mail address
 - g. If the manufacturer has any EIT products, one or more of the following must be flagged:
 - i. indicate that the manufacturer has no EIT applicable products; or
 - ii. provide a link to the manufacturer's 508 VPAT information for applicable EIT equipment; or
 - iii. provide a link to other documentation on how each product from the manufacturer was tested for 508 compliance; or
 - iv. provide the SEWP Program Office with all applicable VPAT's and/or other documentation on how each product from the manufacturer was tested for 508 compliance; or
 - v. indicate that 508 applicable information is available on a per item basis by contacting the contractor
 - h. the following information may be included:
 - i. Trade Act Agreement flag if the manufacturer's products are not from TAA countries
 - ii. Alias for the manufacturer name
- 2) if the manufacturer is on the currently approved SEWP manufacturer list, then the contractor may provide the following information:
 - a. Flag indicating if contractor is an authorized reseller. If the contractor is an authorized reseller, the following Manufacturer contact information will also need to be included:
 - i. Contact name
 - ii. Contact phone number
 - iii. Contact e-mail address
 - b. Optionally, the following information may be included:
 - i. Trade Act Agreement flag if the manufacturer's products are not from TAA countries
 - ii. URL for 508-related information for this manufacturer's products
 - iii. Alias for the manufacturer name

Upon receipt of a manufacturer request, the SEWP COTR or his/her designated Technical Specialist will review the submitted information for accuracy and to ensure the company is the originator of technology within the contract's scope.

D.3.2. TECHNOLOGY REFRESHMENT REQUEST

In order to provide technology refreshments to the Contract, the Contractor must be able to provide a technology refreshment report. The technology refreshment report will be provided via:

1) an email with the technology refreshment request in textual format.. The text must follow a keyword - value format with predefined keywords. The keywords and values must be separated by an agreed upon delimiter; e.g. [

2) Other mutually agreed upon electronic format

At a minimum all TR requests will include the following overall information:

- 1) unique TR number
- 2) Contract number
- 3) Description of TR
- 4) Contractor's administrator's name, phone and e-mail
- 5) Number of CLINs in the TR

At a minimum each CLIN in a TR request will include the following information:

- 1) Line Item Number
- 2) CLIN (unique for this product on this contract)
- 3) Original manufacturer's part number
- 4) Product Classification Code
- 5) Classification Description Subgroup
- 6) Base, mandatory, available flag
- 7) Product / Service / Maintenance flag
- 8) Long description of product. Multiple lines allowed
- 9) List or unit price of the product
- 10) SEWP Price for the product

Upon receipt of a valid TR, the SEWP COTR or his/her Technical Specialist will review the TR for scope and verify pricing information. At that time, either the TR may be accepted in its entirety, rejected in its entirety, or accepted with some CLINs disallowed. A detailed report indicating the outcome of each TR will be forwarded to the contractor.

D.4. POST-ORDER REPORTS

Contractors are required to supply to the SEWP BOWL a post-order report on at least a weekly basis. The report must contain at least the following information for all orders received by the contractor since the previous post order report in a format mutually agreed upon by the Contractor and the SEWP BOWL:

- a. Date of order
- b. Name of Issuing Agency
- c. Name of Ordering Agency (if different from Issuing Agency)
- d. Issuing Agency Order Number or unique credit card tracking number and/or SEWP IV Control Number (S4N)
- e. Shipping Address(es)
- f. SEWP CLINs (Contract Line Item Numbers) with unit price and quantity
- g. Administrative Handling Fee amount (SEWP-Z CLIN)
- h. Total order amount

If a contractor is unable to provide this information, all orders for that contractor will be delayed in order for the SEWP BOWL to verify and enter the information.

As noted above, if the contractor is authorized to accept credit cards, the order report must be sent within 24 hours of receipt of the order.

This post-order report may be provided either via:

- a. an email with the post-order report in textual format.. The text must follow a keyword - value format with pre-defined keywords. The keywords and values must be separated by an agreed upon delimiter; e.g.[]
- b. Other mutually agreed upon electronic format

D.5. ORDER STATUS REPORT

Contractors are required to supply to the SEWP BOWL an order status report within two business days of a status change to an order. Status changes include, at least, the following changes:

- a. Update to expected delivery date
- b. Ship date

The order status report must contain at least the following information in a format mutually agreed upon by the Contractor and the SEWP BOWL:

- a. Date of order
- b. Issuing Agency Order Number or unique credit card tracking number and/or SEWP IV Control Number (S4N)
- c. Status
- d. Status date

The order status report may be provided either via:

- a. an email with the order status report in textual format.. The text must follow a keyword - value format with predefined keywords. The keywords and values must be separated by an agreed upon delimiter; e.g.[]
- b. Other mutually agreed upon electronic format

D.6. ADMINISTRATIVE HANDLING FEE REPORT

Contractors are required to supply to the SEWP BOWL an Administrative Handling Fee report when submitting their Quarterly Administrative Handling Fee check. The report must be in electronic format mutually agreed upon by the Contractor and the SEWP BOWL and contain at least the following information for all orders for which a Administrative Handling Fee was paid in the associated check:

- a. Issuing Agency Order Number or unique credit card tracking number and/or SEWP IV Control Number (S4N)
- b. Total dollar amount of Agency's Invoice
- c. Administrative Handling Fee amount paid

If the Administrative Handling Fee payment for a delivery order is spread over several payments, the Administrative Handling Fee report shall either collapse the payment information into a single entry, or provide a mechanism to identify each of the payments as partial.

D.7. ORDER MODIFICATIONS

Order modification requests are handled the same as the original Delivery Order as described in Section D.2. Ordering.