

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

BETWEEN

THE GENERAL SERVICES ADMINISTRATION

OFFICE OF INFORMATION TECHNOLOGY INTEGRATION

FEDERAL COMPUTER ACQUISITION CENTER (FEDCAC)

AND

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

OFFICE OF THE CHIEF INFORMATION OFFICER

- 1) Authority. This agreement is entered into by the National Aeronautics and Space Administration, Goddard Space Flight Center (hereinafter referred to as NASA) and the U.S. General Services Administration, Federal Computer Acquisition Center (FEDCAC) (hereinafter referred to as GSA). The legal authorities for NASA and GSA to enter into this agreement are found in Section 203© of the National Aeronautics and Space Act of 1958, 42 U.S.C. § 2472 (c), Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 1412(e) and the September 23, 1998, OMB designation of GSA as an executive agent for government acquisition of information technology, and Section 601 of the Economy Act of 1932, as amended, 31 U.S.C. 1535.
- 2) Purpose. The purpose of this agreement is to establish guidelines and responsibilities for the oversight and administration of the government-wide acquisition contract (GWAC) component of the Outsourcing Desktop Initiative for NASA (ODIN) contract. This indefinite-delivery indefinite-quantity (IDIQ) contract is the result of a multiple award Request for Proposal (RFP) and as such includes the Delivery Order Selection Process (DOSP) by which the orders will be placed by the authorized ordering entities. The resultant contracts are considered Government-wide Acquisition Contracts (GWACs) and are available for use by any Agency (or designee) authorized to utilize GWACs.
- 3) Background. ODIN is intended to develop a long-term outsourcing arrangement with the commercial sector which transfers to it the responsibility and risk for providing and managing the vast majority of NASA's desktop, server, and intra-Center communication assets and services as the Agency downsizes and refocuses IT personnel to Agency core missions. NASA considers its desktop, server, and intra-Center communications assets vital to its success as the world leader in aeronautics, space exploration, and scientific research. NASA personnel use IT to support NASA's core business, scientific, research, and computational activities. As NASA continues to downsize its civil service workforce, the Agency strives to optimize the productivity of its workforce through the efficient use of desktop computers,

high performance networks, and sophisticated applications. It is imperative that the commercial sector deliver cost-effective ODIN services which meet NASA mission and program needs while achieving a high level of customer satisfaction. Additionally, this contract may be utilized by other Agencies with external agency order placement and administration being handled in accordance with the procedures specified by the GSA/FTS organization.

4) Responsibilities

- a) GSA FEDCAC will administer the GWAC portion of the ODIN contract and may place orders for authorized users. When GSA deems appropriate, it may delegate the authority to place and administer orders to Agency Delivery Order Contracting Officers (DOCO). GSA shall notify the ODIN contractors either orally or in writing of any DOCO it authorizes. If oral notification is provided, follow-up written notification is not required unless requested by the contractor.
 - i) Delivery Order Selection Process – GSA will require that any non-NASA Agency using this contract provides, fair consideration to all of the ODIN multiple awardees. Fair consideration is defined as any process meeting the requirements of the Federal Acquisition Regulation (FAR) at 16.505, as it was written on June 1997.
 - ii) Surcharge – To sustain internal FEDCAC ODIN operations, GSA will receive a 1% fee from the ODIN contractors for each non-NASA Delivery Order. GSA will remit to NASA monthly, 25% of the fee collected (.25% of the order amount). GSA will submit to NASA a monthly sales report.
 - (1) In the event that NASA establishes an alternate methodology to collect its surcharge, GSA will not have to collect and transfer the surcharge to NASA. However, GSA will still provide a sales report to NASA on a monthly basis.
 - iii) Transition Bonus (Funded by ODIN-GWAC customers) - A bonus of up to \$100,000 (as identified during the DOSP) may be made available to the ODIN Contractor at each Agency location for completing a smooth transition with the Agency's present contractors. See Section A.1.14, Asset Transition. This bonus is also available when there is a change from the incumbent to a successor contractor and will be split between the incumbent ODIN and successor ODIN contractors. If granted, this bonus will be disbursed in accordance with the schedule in the Contractor's transition plan. The GSA will be responsible for coordinating with the Agency a designee whose responsibility it will be to determine if the transition is smooth and successful and the amount of the bonus, if any. The designee's decision is final and not subject to the Disputes Clause.
 - iv) Retainage Pools (Funded by ODIN-GWAC customers) –

- (1) A Performance Retainage Pool (PRP) will be established for each contractor comprised of 3% of the sum of the monthly seat/system prices from all delivery orders and modifications issued to that contractor. Multiple pools will be established for any contractor holding multiple delivery orders. These funds will be retained by the Agency that awarded the delivery order to ensure the successful implementation and operation of the ODIN Operating Model, as described in Section C.4 of the SOW. In specific, this PRP will help ensure contractor coordination and cooperation to achieve the interoperability objectives of ODIN. The PRP will be available for initial disbursement on the yearly anniversary date of the delivery order, and semi annually thereafter, at the sole discretion of the Agency. The PRP decision shall be made on a meets/fails-to-meet basis annually for each delivery order. If not authorized for disbursal, the previous yearly PRP will not be carried forward and the delivery order will be unilaterally modified to decrease the order dollar amount. The manner and degree to which the Contractor demonstrably assumes joint and mutual responsibility for integration testing to ensure interoperability and functionality, as well as compliance with Agency IT standards and architecture will be a major determinant in whether the PRP is released. The Contractor's efficacy in selection of systems, products, and services shall also be a factor. The Contractor's approach and manner in coordinating their system, product and service roll outs with the other ODIN contractors to assure interoperability and functionality requirements are not compromised, will also be considered in determining the release of the PRP.
- (2) A Metric Performance Retainage Pool (MPRP) will be established for each contractor. The MPRP will be comprised of 1% of the sum of the monthly seat/system prices from all delivery orders and modifications (not including catalog items) issued to that contractor; this MPRP will become available for disbursement after the first 180 days of performance. The first six months MPRP will only be disbursed if a successful performance has been demonstrated, as determined by the Program Manager. Multiple pools will be established for any contractor holding multiple delivery orders. These funds will be retained by the Government to ensure the successful performance and operation as defined by the ODIN metrics specified in Attachment F. Each MPRP assessment will be made on the monthly anniversary date of the delivery order at the sole discretion of the Program Manager. The MPRP decision shall be made on a meets/fails-to-meet basis for which the Contractor may invoice. If not authorized for disbursal, the previous monthly MPRP will not be carried forward and the delivery order will be unilaterally modified to decrease the order dollar amount. The manner and degree to

which the Contractor demonstrably delivers services that meet all the Level 1 metrics will form the basis for the MPRP disbursement decision.

- v) Marketing – GSA will ensure that other federal agencies interested in desktop outsourcing will have access to ODIN, and will inform the NASA the ODIN program office when an agency requests a briefing or additional information on the ODIN contract.
- b) NASA agrees to do the following:
 - i) Inform all federal agencies wishing to place delivery orders on the ODIN contract that GSA FEDCAC is responsible for management of Agency use of the ODIN contract, and provide the Agency a GSA FEDCAC point of contract.
 - ii) Include in the ODIN contract a provision that for each awarded Delivery Order, vendors will include in their rates, a 1% fee as needed to support GSA FEDCAC ODIN operations. The contractor will submit the fee to GSA monthly by check upon customer payment of ODIN invoices.
- 5) Modifications. This agreement may be modified by mutual agreement of the parties. All modifications shall be executed in writing and signed by an authorized representative of each party. Any modification which creates an additional commitment of NASA resources must be signed by the original NASA signatory authority or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.
- 6) Term of Agreement and Right to Terminate. This Agreement becomes effective on the date of the signatures of both parties. All work under this Agreement shall be completed within the period of the ODIN contract term, unless otherwise modified by mutual agreement of the parties. Either party may terminate this Agreement in whole or in part upon thirty days advance notice.
- 7) Key Personnel. The below-listed key officials are the principle point so of contact between the parties in the performance of this Agreement:

NASA	GSA/FEDCAC
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Title: ODIN Program Manager	Title: SEAT Program Manager
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Approved:

For NASA

**For The Federal
Computer Acquisition Center
(FEDCAC)**





Lee Holcomb
Chief Information Officer


Stephen Berg
Federal Computer Acquisition Center

Date: Feb-20, 2001

Date: Oct 6, 2000