

## ODIN Program Office

### Contract Clarification

**Author:** Mark Hagerty

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**Issue:** Discussion initiated from JSC via the OSF LSC regarding what constitutes "Software Maintenance". Specifically, there was confusion between the ODIN vendor and the government over what services are provided if the customer selects "System Software Maintenance" for, in this case, an MA seat.

#### Contract Reference:

#### E.2.1.8 MA1 SEAT DESCRIPTION

**Functionality:** Provides standard hardware maintenance services for PC and Mac computer system hardware, including CPU, memory, monitor, keyboard, mouse and designated peripherals. The purpose of this seat type is to primarily provide hardware maintenance for PCs and Macs used in very specialized systems, such as test facilities, with very customized, unique application software for data acquisition, reduction or control of the facility during tests. The desktops in this seat type do not require connectivity to an ODIN managed network. System administration and system software services are provided to handle maintenance functions below the application software. Moves/adds/changes are provided to accommodate the installation of catalog orders.

#### Standard Services:

<u>Service Type</u>	<u>Service Level</u>	<u>Typical Service Characteristics</u>
Platform	None	No hardware is provided by the outsource vendor
Application Software	None	No software suite provided
HW Maintenance	Regular	Restore to service by close of next business day
Systems S/W Maint.	Regular	Restore to service by close of next business day
Application S/W Support	None	No support for ODIN provided application suite
Moves/Adds/Changes	Regular	Catalog orders installed/operational in 10 work days
LAN Services	Standalone	No network connection
Int. Cust. Support/Help	Regular	Full, 12x5 6 AM to 6 PM
Training	None	No training is provided
System Administration	Basic	User controlled
Shared Peripheral Services	None	No access to network B&W printers
File Services	None	No server space
Local Data Backup and Restore	None	No local data backup and restore services
Desktop Conferencing	None	No desktop conferencing services
Loaner Pool Management	None	No loaner pool management services

**Clarification:** As noted in the contract (Reference paragraph above), systems software maintenance is an available option for, in this case, the MA1 seat. While the MA1 seat is typically intended to be hardware maintenance only, the optional service levels were included to provide flexibility, and not exclusively to support only the hardware maintenance perspective.

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Contract clause A.1.34 Year 2000 Warranty--Commercial Supply Items is deleted in its entirety and replaced with the following clause:

A.1.34 YEAR 2000 COMPLIANCE (MAY 1998)

(a) Definition: "Year 2000 compliant," as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.

(b) Any information technology provided, operated and/or maintained under this contract is required to be Year 2000 compliant. The contractor shall ensure that any existing hardware, software, and firmware product which the contractor has responsibility for as a technology refreshable ODIN seat, or which supports an ODIN seat, that is not Year 2000 compliant at the time of delivery order award, is made compliant or technology refreshed prior to March 31, 1999, provided the initial delivery order for the ODIN supported item is issued prior to December 1, 1998. *(The contractor must complete validation and testing by January 31, 1999.)* To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of: *The contractor shall certify in writing that all information technology, as defined in paragraph (a), is Year 2000 compliant.*

(c) The Contractor warrants that any IT items or services provided under this contract that involve the processing of date and date-related data are Year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

(d) The remedies available under this warranty shall include repair or replacement, at no additional cost to the Government, of any provided items or services whose non-compliance is discovered and made known to the Contractor in writing within 90 days after acceptance. In addition, all other the terms and limitations of the Contractor's standard commercial warranty or warranties shall be available to the Government for the IT items or services acquired under this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.