

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT. Mark all packages and papers with contract and/or order numbers.

1 DATE OF ORDER <b>APR 01 2003</b>	2 CONTRACT NO (If any) NAS5-01142-D	6 SHIP TO.	
3 ORDER NO DR-33-03-318	MODIFICATION NO	4 REQUISITION/REFERENCE NO 10370682/CIO-03-318	
5 ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Attn: T7-I2 Contract Management Center No. 1 Washington DC 20555		a NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Judy Seeherman, 301-415-5854	
		b STREET ADDRESS Mail Stop: T5-E30 11555 Rockville Pike	c CITY Rockville
		d STATE MD	e ZIP CODE 20852

7 TO	f. SHIP VIA
a NAME OF CONTRACTOR Government Technology Services Inc.	

b COMPANY NAME Attn: Mary Shaup Phone #: 703-502-2544	8 TYPE OF ORDER <input type="checkbox"/> a PURCHASE ORDER <input checked="" type="checkbox"/> b DELIVERY/TASK ORDER
c STREET ADDRESS 3901 Stonecroft Blvd.	Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated
d CITY Chantilly	
e STATE VA	f ZIP CODE 20151-1010

9 ACCOUNTING AND APPROPRIATION DATA JOB CODE: J1140 BOC: 2570	\$52,951.00 10 REQUISITIONING OFFICE OCIO/ITID
B & R NUMBER: 310-15-522-338	FUND SOURCE: 31X0200.310

11 BUSINESS CLASSIFICATION (Check appropriate box(es))

a SMALL       b OTHER THAN SMALL       c. DISADVANTAGED       d WOMEN-OWNED

12 FOB POINT Destination	14 GOVERNMENT B/L NO	15 DELIVER TO F O B. POINT ON OR BEFORE As stated below	16 DISCOUNT TERMS Net 30
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13 PLACE OF	FOR INFORMATION CALL (No collect calls)		
a INSPECTION	b ACCEPTANCE	Heriberto (Eddie) Col6n, Jr. 301-415-7135	

17 SCHEDULE (See reverse for Rejections)

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1	<p align="center">THIS IS A SEWP III ORDER</p> <p>In accordance with the provisions of the NASA Interagency Scientific Engineering Workstation Procurement (SEWP), the MRC is purchasing the attached list of equipment.</p> <p><i>Myron Kemerer</i> Myron Kemerer, IPOC/OCIO Official</p> <p>Microsoft Premier Support Services; PSS Package D-1yr, 200HR, 15INC, 1TN, 1MSDN, 4POC</p> <p>GTSI Part No.: 5949-1437325 (Price includes .6% SEWP Fee)</p> <p>Attachment #1: Microsoft Premier Support Services Description.</p> <p>Period of Performance: 4/8/2003 - 4/7/2004</p> <p>Reference Quote #1414594 dated February 14, 2003. SEWP III Contract No.: NAS5-01142-D</p>	1	LOT	52,951.00	\$52,951.00	

	18 SHIPPING POINT	19 GROSS SHIPPING WEIGHT	20 INVOICE NO	\$52,951.00	SUBTOTAL
SEE BILLING INSTRUCTIONS ON REVERSE	21 MAIL INVOICE TO				17(h) TOTAL (Cont pages)
	a NAME U.S. Nuclear Regulatory Commission PAYMENT TEAM - Mail Stop T9-H4				
	b STREET ADDRESS (or P O Box) Attn: (DR-33-03-318)		c CITY Washington		d STATE DC
				\$52,951.00	17(i) GRAND TOTAL

22 UNITED STATES OF AMERICA BY (Signature) <i>Donald A King</i>	23 NAME (Typed) Donald A. King Contracting Officer TITLE CONTRACTING/ORDERING OFFICER
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**TASK ORDER TERMS AND CONDITIONS**

NOT SPECIFIED IN THE CONTRACT

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**A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20****A.2 OTHER APPLICABLE CLAUSES**

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

**A.3 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

#### **A.4 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## MICROSOFT PREMIER SUPPORT SERVICES DESCRIPTION

This Premier Support Services Description ("Services Description") is entered into as of ("Effective Date") and is by and between GTSI Corp. ("Reseller") and Government Customer (defined below) for the purpose of delivery of Microsoft Premier Support Services to Government Customer. The term of this Services Description is 12 (twelve) months from the Effective Date.

**1. OVERVIEW.** Reseller will sell the Premier Support Services to Federal Government agencies ("Government Customer") and Microsoft will provide these services directly to the Government Customer. This Services Description describes the specific areas of service, responsibilities, fees, and terms associated with Premier Support. Prerequisites and assumptions associated with providing these services to Government Customers are also included. Premier Support focuses on the following key areas of service:

- **Account Management** from an assigned Technical Account Manager ("TAM") to build and maintain technical relationships with Government Customer's key management and support staff and ensure each element of Premier Support meets Government Customer's business requirements.
- **Proactive Services** to help prevent problems and increase system availability.
- **Information Services** to equip Government Customer's staff with the latest knowledge on Microsoft products to enhance Government Customer's in-house support capabilities.
- **Technical Support** providing Government Customer staff round-the-clock access to Microsoft support professionals for rapid resolution of complex problems.

**2. PREREQUISITES AND ASSUMPTIONS.** This Services Description is based upon the following Prerequisites and Assumptions:

- Except where specifically noted, all services will be provided remotely from Microsoft to Government Customer locations in the United States and Canada. Where onsite visits are mutually agreed, Government Customer will be billed for reasonable travel and living expenses. In addition, all services will be provided in the English language unless otherwise agreed to by Reseller, Government Customer, and Microsoft in writing.
- The Supported Products under this Services Description encompass United States and French Canadian versions of released Microsoft products except those referenced at the Premier Online website.
- A list of specific products eligible for pre-release support will be posted on the Premier Online Support website. The availability of support services for those pre-release products may vary, including limits on the hours or days of the week during which support is available.
- All services, including any additional services purchased shall be forfeited if not utilized during the term of this Services Description.

**3. MICROSOFT RESPONSIBILITIES.** Microsoft will provide the following Premier Support services:

**3.1 Account Management.** Account Management services are delivered by the TAM and are intended to help coordinate and streamline the support relationship. The TAM is Government Customer's advocate within Microsoft and facilitates a team that provides proactive services, technical support, and information services. The TAM also serves as the point of information delivery and Government Customer feedback to the product groups, quality and testing labs, research and development, and other Microsoft groups. Government Customer should plan for the utilization of Account Management time to ensure sufficient TAM availability for Proactive Services.

- a. Orientation and Planning Session At the commencement of this Services Description, an Orientation and Planning session will be conducted with Government Customer management and staff to discuss the services available, gather input, and jointly develop a Service Delivery Plan. This meeting will be held via teleconference unless an onsite visit has been purchased.
- b. Escalation Management Incidents that require escalation to Microsoft technical and management resources will be closely managed to expedite resolution. It is important that Government Customer also provide an internal escalation process to facilitate communication between management levels in Microsoft and Government Customer as appropriate.
- c. Service Delivery Plan The Service Delivery Plan will represent a roadmap for using Premier Support services during the year. Components of the plan may include high-level objectives, overview of major projects, key satisfaction drivers, resource requirements, and a schedule of planned activities.
- d. Status Meetings and Reporting On a regular basis, a status report will be prepared which will summarize services delivered during the previous period and assess progress against the Service Delivery Plan. Status meetings will be conducted to discuss service activities, review and/or modify the service delivery plan, monitor Government Customer satisfaction levels, and discuss actions required. These meetings will be held via teleconference unless otherwise agreed.

**3.2 Proactive Services.** Proactive Services help Government Customer in planning and preparing for effective systems management and operations. Government Customer should plan for the utilization of Proactive Services to ensure sufficient TAM availability for Account Management activities. Proactive Services can include the following:

- a. Support Consulting. Microsoft can provide support consulting to identify and help prevent common support issues to decrease the likelihood of system outages and reduce total costs.
- b. Supportability Reviews. Microsoft can conduct supportability reviews to provide a systems assurance review of a plan for a specific system implementation, migration, or upgrade and may provide recommendations for a more stable and supportable environment. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document the review results. In order for Microsoft to complete a review during the term of this Services Description, applicable data must be submitted to Microsoft no later than 60 days prior to expiration.

**3.3 Information Services.** Information Services provide technical information about Microsoft products and support tools that enable Government Customer to implement and operate Microsoft products in an efficient and effective manner.

- a. Premier Online Support website.<sup>1</sup> The Premier Online Support website provides secured access to the following information resources:
  - Regularly updated Product Newsflashes documenting the key support and operational information about Microsoft products.
  - Critical Problem Alerts notifying Government Customer in advance of potentially high-impact problems.
  - Web Response tool for submitting and checking status on support incidents.
  - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides used by Microsoft support professionals.
- b. Participation in Expert Roundtables. Expert Roundtables are regularly scheduled teleconference discussions led by Microsoft program managers, developers and support professionals covering key areas of Microsoft technology.
- c. Optional Microsoft TechNet Plus Subscription. A single server license of TechNet Plus provides a comprehensive information resource distributed on CD-ROM that includes 300,000 pages of technical documentation, Resource Kits, and Service Packs.
- d. Optional Microsoft Developer Network Subscription. A Universal Edition - single user license of the Microsoft Developer Network provides an extensive collection of programming information, development toolkits, and sample code library delivered on CD-ROM.

**3.3 Technical Support.** Premier Support includes problem resolution services for technical issues involving Microsoft products.

- a. **Incident Submission and Resolution.** An "Incident" is defined as a single unexpected event with specific symptoms encountered while using a Microsoft product, where there is a reasonable expectation that the symptoms are caused by a Microsoft product. Incidents submitted that do not conform to this definition will be managed on an hourly basis.

Government Customer will have preferred access to Microsoft support professionals 24 hours a day, 7 days a week. Incidents may be submitted via telephone or electronically through the Premier Online Support website by the Government Customer Support Manager ("CSM") and designated Government Customer Contacts. The incident severity will determine the response levels within Microsoft and the estimated response times are defined in the following table:

Severity	Definition	Estimated Initial Response Time
A	<ul style="list-style-type: none"> <li>• System, Network, Server, or Critical Application down situation severely impacting Government Customer production and/or functionality</li> <li>• High-impact problem in which production, operations, or development are proceeding but impacted to the extent that production and/or functionality will be severely impacted within several days</li> </ul>	Immediate
B	<ul style="list-style-type: none"> <li>• High-impact problem where production is proceeding, but in a significantly impaired fashion</li> <li>• Time sensitive issue important to long-term productivity that is not causing an immediate work stoppage</li> </ul>	Immediate - 2 hours
C	<ul style="list-style-type: none"> <li>• Important issue which does not have significant current productivity impact for the Government Customer</li> </ul>	Immediate - 4 hours
D	<ul style="list-style-type: none"> <li>• Issue requires no further action beyond monitoring for follow-up if needed</li> </ul>	N/A

<sup>1</sup> The current minimum requirements for accessing the Premier Online Support website include Internet Explorer 3.x or later (or Netscape Communicator 3.x or later), enabling the SSL port (443) if connecting from behind a firewall, SSL2.0 or 3.0, and enabling cookies. These requirements are subject to change at any time.

- b. **Hotfix Support.** In situations where Microsoft cannot provide a satisfactory resolution to Government Customer's critical problem through normal support methods, Microsoft may engage its product development team to create a hotfix to the Microsoft product. Hotfixes are designed to address a specific Government Customer situation and may not be distributed outside the Government Customer organization without written consent from Microsoft. Hotfixes are not regression tested, although collections of hotfixes are periodically made available through rigorously tested Service Packs.
- c. **Remote Dial-In.** At Government Customer's request, Microsoft will access Government Customer's system via remote dial-in to analyze problems. This is done with Government Customer's permission only, and Microsoft personnel will access only those systems authorized by Government Customer. Microsoft may provide Government Customer with software to assist with problem diagnosis and/or resolution. Such software is the property of Microsoft and will be returned to Microsoft promptly upon request.
- d. **Multivendor Coordination.** Microsoft will work with your other key vendors to resolve problems in a heterogeneous environment. When problems reported on Microsoft products involve interactions with other vendors' products and Government Customer has a support agreement with that vendor, Microsoft will share diagnostic information and collaborate to provide a solution.
- e. **Onsite Emergency Support.** In critical situations, Government Customer may request onsite emergency support as a separate and distinct billable service. Onsite emergency support is subject to Microsoft resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem.

**4. GOVERNMENT CUSTOMER RESPONSIBILITIES.** This section describes the roles and responsibilities required by Government Customer. Microsoft's performance is predicated upon the following responsibilities being fulfilled by Government Customer in accordance with this Services Description.

- Government Customer will designate a Government Customer Support Manager (GCSM) (based in the United States or Canada) who will be responsible for leading the Government Customer team and will manage all Government Customer activities, tasks, and responsibilities associated with this Services Description.
- Government Customer will work with Microsoft to plan for the utilization of Account Management and Proactive Services based upon the service level purchased and will provide feedback to the TAM on a regular basis.
- Government Customer can designate four Named Contacts (including GCSM) and each will be supplied with an individual account number.
- Government Customer may identify two types of Group Contacts as follows:
  - One type with shared account IDs that provide access to the Premier Online Support website for information content and the ability to submit incidents via web or telephone.
  - One type with shared account IDs that provide access to the Premier Online Support website for information content only.
- The GCSM will manage Government Customer's process for submitting incidents to Microsoft and is responsible for establishing a process within Government Customer's organization for controlling the submission of incidents. Government Customer is responsible for setting the initial severity (A through C for new issues) and can request a change in severity at any time. The table below identifies severities that may be assigned to an incident and Government Customer responsibilities at each level:

Severity	Government Customer should be prepared to:
Severity A	<ul style="list-style-type: none"> <li>• Commit appropriate resources to be available to provide additional information within one day of Microsoft's request</li> <li>• Make reasonable efforts to apply suggested solutions within a half day of receipt</li> </ul>
Severity B	<ul style="list-style-type: none"> <li>• Begin the process required to provide additional information to resolve the problem within one day of Microsoft's request</li> <li>• Make reasonable efforts to apply the solution provided by Microsoft within one day of receipt</li> </ul>
Severity C	<ul style="list-style-type: none"> <li>• Monitor and respond as necessary</li> </ul>
Severity D	<ul style="list-style-type: none"> <li>• Monitor as necessary</li> </ul>

- Government Customer may be asked to perform problem determination activities as suggested by Microsoft. Problem determination activities may include performing network traces, capturing error messages, and collecting configuration information. Government Customer may also be requested to perform problem resolution activities including changing product configurations, installing new versions of software or new components, or modifying processes.
- Government Customer is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures. Microsoft may be able to assist in reconstructing data files in the absence of sound backup procedures, but results cannot be guaranteed and these activities will be considered a separate and distinct billable service.

**5. PREMIER SUPPORT FEES.** Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description and payable within 30 days. Prior to initiating service, Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment.

Service Level	Description of Services	Price (US\$)
Level <u>D-Unique</u>	<ul style="list-style-type: none"> <li>• Up to <u>200</u> Hours of Technical Account Manager's services for Account Management and Proactive Services</li> <li>• Up to <u>15</u> Support incidents</li> <li>• <u>1</u> Microsoft TechNet Plus (single server) subscriptions – 1yr</li> <li>• <u>1</u> Microsoft Developer Network (Universal edition – single user) subscriptions – 1yr</li> <li>• Unlimited user access to the Premier Online Support website</li> <li>• <u>0</u> On-site TAM visits (up to 2 days in length each/North American locations)</li> <li>• <u>0</u> Microsoft Premier Support Flexible Credits</li> <li>• <u>0</u> Microsoft Premier Support Workshops – <u>2</u> days each</li> <li>• Up to <u>0</u> hours of Alliance Support Team time for Reactive and Proactive Services. The product supported will be _____</li> <li>• Up to <u>0</u> Developer Support incidents</li> </ul>	(See GTSI quote)

Reseller may request changes or additions to this Services Description on the Government Customer's behalf at any time. Additional services will be invoiced at the prevailing price at the time services are rendered or upon acceptance of an addendum to this Services Description. The following additional Premier Support services are available:

- Incidents
- On-Site Visits (such as Orientation and Planning Session and status meetings)
- Proactive Services

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Services Description as indicated below.

GTSI CORP.  By: _____ Signature  _____ Name (Print)  _____ Title  _____ Date	Government Customer By:  Signature for Myron Kemerer _____ Name (Print) Senior Computer Specialist _____ Title 3/20/03 _____ Date
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**Microsoft and Government Customer Contacts:**

<b>Government Customer Name:</b> <u>U.S. Nuclear Regulatory Commission</u>
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**Contacts for questions and notices about this Service Description:**

<b>Microsoft</b>	<b>Government Customer</b>
<b>Name:</b> Suzanne DuVal	<b>Name:</b> Judy Seeherman
<b>Address:</b> ArrowPoint 2 8050 Microsoft Way Charlotte, NC 28273	<b>Address:</b> U.S. Nuclear Regulatory Commission (NRC) Mail Stop: T5-E30 11555 Rockville Pike Rockville, MD 20852
<b>Phone:</b> ( 980 ) 776 - 6601	<b>Phone:</b> ( 301 ) 415 - 5854
<b>Email:</b> suzanduv@microsoft.com	<b>Email:</b> JXS@nrc.gov
<b>Facsimile:</b> ( 980 ) 776 - 9300	<b>Facsimile:</b> ( 301 ) 415-5483

**Government Customer Named Contacts:**

Please provide full details for the GCSM and each Named Contact. Any subsequent changes to the Named Contacts should be submitted to the Microsoft TAM by the GCSM.

<b>GCSM Name:</b>	<b>Named Contact Name:</b>
<b>Address:</b> _____ _____ _____	<b>Address:</b> _____ _____ _____
<b>Phone:</b> (    )	<b>Phone:</b> (    )
<b>Email:</b>	<b>Email:</b>
<b>Facsimile:</b> (    )	<b>Facsimile:</b> (    )
<b>Named Contact Name:</b>	<b>Named Contact Name:</b>
<b>Address:</b> _____ _____ _____	<b>Address:</b> _____ _____ _____
<b>Phone:</b> (    )	<b>Phone:</b> (    )
<b>Email:</b>	<b>Email:</b>
<b>Facsimile:</b> (    )	<b>Facsimile:</b> (    )