

GSA Schedule
Authorized Information Technology
Schedule Pricelist
Contract Number: GS-35F-5339H





**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-8	Purchase of New Equipment
Special Item No. 132-12	Equipment Maintenance
Special Item No. 132-33	Perpetual Software Licenses
Special Item No. 132-34	Maintenance of Software as a Service
Special Item No. 132-50	Training Courses

Special Item No. 132-8 - Purchase of New Equipment

FSC Class 7010 – System Configuration
End User Computers/Desktop Computers
Professional Workstations
Servers
Laptop/Portable/Notebook Computers
Large Scale Computers
Optical and Imaging Systems
Other Systems Configuration Equipment, Not Elsewhere Classified

Note: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

Special Item No. 132-12 - Equipment Maintenance

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

Special Item No. 132-33 - Perpetual Software Licenses

FSC Class 7030 - Information Technology Software

Application Software

Note: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

Special Item No. 132-34 - Maintenance of Software as a Service

Special Item No. 132-50 - Training Courses (FPDS Code U012)

NORTHROP GRUMMAN

**Northrop Grumman Systems Corporation
600 Grumman Road West
Bethpage, NY 11714-3582
Phone: (240) 256-9232; Fax: (301) 373-3421**

Internet Address: www.as.northropgrumman.com

Contract Number: GS-35F-5339H

Business Size: Large Business

Period Covered by Contract: 19 February 1998 to 18 February 2018

General Services Administration Federal Acquisition Service

Pricelist current through Refresh #33 & Modification(s) #PS-0042, PO-0043, PA-0044 & PS-0045.

“Prices Shown Herein are Net (discount deducted)”

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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- Pricelist Dated 10 April 2009 incorporates awarded Mod #PS-0033, for the award of 2nd 5 Year Option contract period.
- Pricelist Dated 28 February 2012 incorporates updated POC information and updates Terms and Conditions through Refresh #30.
- Pricelist Dated 12 February 2013 incorporates awarded Mod # PO-0037 & PA-0038 for the award of 3rd 5 Year Option contract period through Refresh #31.
- Pricelist dated 2 September 2014 Incorporates Awarded Mods #PS-0042 (EPA Mod), #PO-0043 (Product Deletion Mod), #PA-0044 (Labor Category Deletion Mod) and #PS-0045 (Add POC Mod).

NORTHROP GRUMMAN SYSTEMS CORPORATION CORPORATE BACKGROUND

In **1977**, a small, privately-owned engineering company known as PRB Associates, Inc. (PRB) opened its doors for business in Southern Maryland. In the early years, PRB began working on the development of the Tactical Support Centers (TSC) to support the Navy's P-3 maritime surveillance aircraft. In the early 80s, PRB applied many of these same technologies and presented the U.S. Navy with a concept for the design of a mission planning system for the new generation of EA-6Bs. From this initial meeting, the Tactical EA-6B Mission Support (TEAMS) system was born. In **1998**, PRB became a publicly-traded company when it was acquired by Comptek Research, Inc. Known shortly thereafter as Comptek PRB Associates, the company continued to expand its U.S. and Foreign Military Sales markets. In August **2000**, the Northrop Grumman Corporation acquired Comptek Research. As a result of the merger, we became Northrop Grumman Systems Corporation, Decision Support & Targeting (DS&T), an Integrated Product Team (IPT). We are a growing company capitalizing on new technology and its applications to our nation's defense. With 40 years of experience in systems and software development and the rapid application of new technology, DS&T will continue to provide the Department of Defense and our foreign allies with superior products.

Who We Are:

Decision Support and Targeting (DS&T) is an Integrated Product Team (IPT) within Military Aircraft Systems at Northrop Grumman Aerospace Systems. DS&T is a developer of systems and software for battle management decision aids as well as platform and weapon mission support systems. DS&T is an engineering organization with nearly 40 years of experience in innovative digital systems design and software development.

DS&T continues to be recognized for its expertise in air and surface electronic warfare (EW); command, control, communications, computers and intelligence (C4I); and precision guided munitions (PGM) planning, targeting and control systems. In order to keep our competitive edge and to continue to exceed the expectations of our customers, DS&T encourages exploration of new technology and its applications through its emphasis on a focused internal research and development program.

With its main site in Hollywood, Maryland, DS&T supports the U.S. Department of Defense (DoD) across the United States through its many contracts with the Navy, Marine Corps and Air Force. In addition to its Maryland facility, DS&T maintains offices in South Carolina, Florida, Alabama, California and New York. In addition to DoD support, DS&T continues to expand its foreign market through the Foreign Military Sales program and other direct commercial sales.

As an employer of over 200 technical, scientific and business support individuals, DS&T also maintains a vested interest in its employees' professional development and training. The strength of a corporation depends upon its people, and DS&T is committed to bringing value to the customer.

Northrop Grumman is a leading global security company providing innovative systems, products and solutions in unmanned systems, cyber, C4ISR, and logistics and modernization to government and commercial customers worldwide. Please visit www.northropgrumman.com for more information.

**NORTHROP GRUMMAN SYSTEMS CORPORATION
INFORMATION TECHNOLOGY SERVICES**

Northrop Grumman Systems Corporation has continued to expand its skills in supporting the needs of its customers in the Information Technology arena. NGSC areas of focus are Command, Control, Communications, Computers and Intelligence (C⁴I); Maritime Surveillance Support; Anti-Surface Warfare; Electronic Combat; and Strike Warfare. We provide continuing services in air defense planning, tactical mission planning, post flight analysis, support for test and evaluation missions, maritime surveillance mission planning capabilities, automated configuration management systems, and defensive battle planning systems. NGSC has provided database design and support for Military and Naval Intelligence systems including over 50,000 source lines of Ada code and 90,000 lines of code, and other Tactical Mission Support projects containing over one million lines of code. NGSC has several other major hardware and software programs that it is currently engaged in, and continues to offer and provide leading edge support and technology to various government activities.

NGSC has invested in the future of information technology systems and supports its development efforts with in-house software development and support labs, and test and evaluation facilities. NGSC is dedicated to developing and supporting software tools with applicability to a wide variety of customer needs.

INFORMATION FOR ORDERING ACTIVITIES

FSS SIN(s): 132-8, 132-12, 132-33, 132-34 & 132-50
Contract Number: GS-35F-5339H
Contract Period: February 19, 1998 to February 18, 2018
Contractor's Name: Northrop Grumman Systems Corporation
Contractor's Address: 600 Grumman Road West
 Bethpage, NY 11714-3582
 Phone: (240) 256-9232
 Fax: (301) 373-3421

Business Size: Large Business
Data Universal Numbering System (DUNS): 077652761

1a. Special Item Number(s) for this contract:

SIN	DESCRIPTION
132-8	Purchase of New Equipment
132-12	Equipment Maintenance
132-33	Perpetual Software Licenses
132-34	Maintenance of Software as a Service
132-50	Training Courses

1b. Training rates can be found on pages 18 & 19 of this pricelist

2. Maximum Order:

(All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment
 Special Item Number 132-12 – Equipment Maintenance
 Special Item Number 132-33 - Perpetual Software Licenses
 Special Item Number 132-34 – Maintenance of Software

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

3. Minimum Order: \$100.00

4. Geographic Scope of Contract: Geographic Scope of Contract will be domestic delivery only.

5. Point of Production: 43865 Airport View Drive
 Hollywood, MD 20636

6. Basic Discounts: None

7. Quantity Discounts: None offered

8. Prompt Payment Terms: Net 30

9a. Government Purchase Cards: Are accepted up to the micro purchase threshold.

9b. Government Purchase Cards: Are accepted above the micro purchase threshold, will accept over \$3,000.

10. Foreign Items: None

11a. Time of Delivery: Northrop Grumman Systems Corporation shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

11b. Expedited Delivery: Contact NGSC

11c. Overnight and 2-Day Delivery: Contact NGSC

11d. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be

confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point(s): Destination, Continental US (CONUS) or Point of Embarkation.

13a. Ordering Address: Northrop Grumman System Corporation (NGSC)
43865 Airport View Drive
Hollywood, MD 20636
Attn: Ms. Sarah Davis
Phone: (240) 256-9232
Fax: (301) 373-4631

13b. Ordering Procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

14. Payment Address: Northrop Grumman Financial Service Center
8710 Freeport Parkway Suite 200
Irving, Texas 75063-2577
Attn: Accounts Payable Department
Phone: 214-596-6400

15. Warranty Provision: In accordance with Standard Commercial Warranty

16. Export Packaging Charges: Not Applicable

17. Terms and Conditions of Government Purchase Card Acceptance: None

18. Terms and Conditions of rental, maintenance and repair: Not Applicable

19. Terms and Conditions of installation: Not Applicable

20. Terms and Conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not Applicable

20a. Terms and Conditions for any other Services: Not Applicable

21. List of service and distribution points: Not Applicable

22. List of participating dealers: Not Applicable

23. Preventative maintenance: Not Applicable

24a. Special attributes such as environmental attributes: Not Applicable

24b. SECTION 508 COMPLIANCE:

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No _____

Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.as.northropgrumman.com

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

25. Data Universal Numbering System (DUNS) Number: 077652761

26. NGSC is registered with the Central Contractor Registration (CCR) Database at www.SAM.gov:

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION CONUS; any overseas shipments will be shipped to a CONUS destination for customer to assume and embark overseas unless directed and agreed to otherwise in a delivery order.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Installation - Prices for the equipment listed does not include installation.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity 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.

6. WARRANTY

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

Northrop Grumman Systems Corporation Standard Commercial warranty clauses are applicable to purchases under this contract. Customer to call Northrop Grumman Systems Corporation, Inc. at (888) 724-6376, for a Return Merchandise Authorization (RMA) number within the warranty period, which begins as of the date of the original invoice.

Defective hardware will be replaced or repaired at our discretion within the warranty period. Defective software will be replaced if returned within warranty period. Software charges are not refundable unless returned unopened in the original packaging with all documentation. Shipping and handling charges are not refundable.

All OEM warranties will be passed on to the government, however additional labor and/or travel costs may apply.

- All parts replaced within the warranty period shall become the property of the contractor.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Northrop Grumman Systems Corporation 912 South Palm Blvd., Niceville, FL 32578 Attention: RainStorm Support
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7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS- (SEE TABLE 132-12-1)

- a. The repair service rates listed herein are applicable to the NGSC Facility/Service Points. Any additional charges to be applied away from NGSC service locations will be negotiated with the ordering agency.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Northrop Grumman Systems Corporation
912 South Palm Blvd.,
Niceville, FL 32578
Attention: RainStorm Support - email address: rainstorm@ngc.com

2. MAINTENANCE ORDER - NONE OFFERED

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When NGSC receives equipment at his establishment for repairs, NGSC shall be responsible for any damage or loss, from the time the equipment is received and inspected from the Government installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF NGSC

- a. For equipment not covered by a warranty, the NGSC repair service personnel shall complete repairs as soon as possible after receipt of the item at the NGSC Facility.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS - None Available

9. REPAIR SERVICE RATE PROVISIONS - (SEE TABLE 132-12-1)

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

- c. **TRAVEL OR TRANSPORTATION**
(1) **AT THE NGSC FACILITY**

- (a) When equipment is returned to the NGSC facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the Government location to the NGSC plant, and return to the Government location, shall be borne by the Government.
- (b) The Government should not return defective equipment to NGSC for adjustments and repairs or replacement without his prior consultation and instruction.

Customer to call Northrop Grumman Systems Corporation at (888) 724-6376, for Technical Assistance or for a Return Merchandise Authorization (RMA).

- (c) **LABOR RATES - (SEE TABLE 132-12-1)**

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the Government to repair service during the period 8:00 a.m. to 5:00 p.m. (CST), Monday through Friday, exclusive of holidays observed at the Government location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the NGSC

- (2) **AFTER HOURS**– None Offered
- (3) **SUNDAYS AND HOLIDAYS**– None Offered

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas) Not Offered by NGSC

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)- Not Offered by NGSC

- (a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- (b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS – None Offered

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. **REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of 90 Days .

b. **REPAIR PARTS/SPARE PARTS - NONE OFFERED**

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by NGSC as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activities office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**The following Table is to be used with SIN 132-12 for Installation and Technical Services Charges:
Repair Rates, and Service Rates**

Repair Service Rates & Location:	Minimum Charge; Per Hour:	Regular Hours; Per Hour:	After Hours; Per Hour:	Sundays, Holidays; Per Hour:
(A)/ NGSC Facility: Repair rate /engineering required [Field Services Technician]	\$ 63.95	\$ 63.95	N/A	N/A
(B)/ Government Location (within 25 mile radius of NGSC)	N/A	N/A	N/A	N/A
(C)/ Government Location (26 to 50 mile radius of NGSC)	N/A	N/A	N/A	N/A
(D)/ Government Location CONUS(Over 50 Miles, only as negotiated by Delivery Order, otherwise components are to be returned to NGSC)	N/A	N/A	N/A	N/A
Travel Charges, as negotiated, may be reimbursed for plane, train, auto rental, hotel etc. at authorized FTR cost plus G&A.	N/A	N/A	N/A	N/A

Table 132-12-1

Notes:
All Delivery orders for services outside of Northrop Grumman Systems Corporation will be negotiated on a case-by-case basis.

* Minimum Charges include (1) full hour(s) on the job.

** FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEXT NEAREST QUARTER HOUR.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL
ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM
NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

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

NGSC PURCHASE TERMS (SIN 132-33)

ACCEPTANCE - The Government shall accept or reject software in writing within thirty (30) calendar days after date of delivery.

GUARANTEE - All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the software media or the disk for a period of one (1) year, beginning on the first day of acceptance.

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

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

NGSC, without additional charge to the Government, shall provide a hot line technical support number 1-888-724-6376 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM to 5:00 PM CST Monday through Friday.

5. SOFTWARE MAINTENANCE (132-34)

a. RainStorm Software maintenance services, includes the following:

The RainStorm Software Maintenance and Technical Support Agreement provides the buyer with one year of upgrades and version enhancements in addition to software support which includes Internet Support, Technical Support and Software Trouble Report Actions. RainStorm support will be provided from 8:00am-5:00pm central standard time (CST), and a toll free phone number (1-888-724-6376) is provided for consultation with our technical staff. Software questions can also be addressed through our RainStorm email address at (RainStorm@ngc.com) with a guaranteed response within 24 hours.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF MAINTENANCE - (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. UTILIZATION LIMITATIONS - (SIN 132-33 AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

NGSC product descriptions and pricing can be found on *GSA Advantage!*.

10. RIGHT-TO-COPY PRICING.

NONE Available. Software is Node locked and therefore cannot be copied.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

Training Courses from Northrop Grumman Systems Corporation:

1. NGSC RainDrop Training - RD120T, RD121T and RD122T

Course Title:	RainDrop Training - RD120T, RD121T and RD122T
Description:	Course includes a two-day instruction on modeling and viewing wireframe drawings with the RainDrop software tool. The two-day training consists of a formal briefing outlining the RainDrop functions and menu composition, followed by hands-on instruction to enable end users to perform the various tasks needed for their missions. End users are instructed on how to mensurate and drop aimpoints for targeting in 3D space, as well as exploiting the Digital Point Positioning Database (DPPDB) as applicable. Instructions are also given on (1)loading images, importing and exporting file data, and deleting files; (2)moving around the image and adjusting the image display;(3) creating, copying, moving, and modifying models of topographic objects; and (4)viewing and manipulating these wireframe models drawn with the RainDrop tool. A RainDrop Training Manual is provided.
Length:	2 days
Prerequisites:	Familiarity with DPPDB and Digital Elevation software is recommended.
Class Size:	Minimum:1 Maximum:20
Training Locations:	NGSC – Niceville, FL Government Site.
Class Schedules:	Call (888) 724-6376 for current schedules.
Special Notes:	All associated logistics or appropriate Classified Data handling issues are considered outside the scope of this contract and will be the responsibility of the government and will be negotiated with each delivery order as applicable. (Cost does not include reimbursable travel expenses) If Training is conducted at a Government/Customer facility, the Government/Customer is responsible for the provision of appropriately configured hardware and software to run the RainDrop Application for the required workstations.
RD120T	1 to 3 students; \$1,177.96 per student
RD121T	4 to 8 students; \$906.66 per student
RD122T	9 to 20 students; \$815.89 per student

2. NGSC RainStorm Training - P30402, P30403and P30404

Course Title:	RainStorm Training - P30402, P30403and P30404
Description:	Course includes a two-day instruction on the installation and operation of the RainStorm software tool. The two-day training consists of a formal briefing outlining the RainStorm functions and menu composition, followed by hands-on instruction to enable end users to perform the various tasks needed for their missions. End users are instructed on how to mensurate and drop aimpoints for targeting in 3D space, as well as exploiting the Digital Point Positioning Database (DPPDB) and other imagery. Instruction is also provided on (1) loading, importing and exporting imagery data; (2)navigating within and adjusting image display; (3) coordinate derivation using various point mesuration techniques; (4) creating graphical features and importing/exporting in carious formats; (5) using various interfaces with the RainStorm tool. A RainStorm Training Manual is provided.
Length:	2 days
Prerequisites:	Familiarity with DPPDB and Digital Elevation software is recommended.
Class Size:	Minimum:1 Maximum:20
Training Locations:	NGSC – Niceville, FL Government Site.
Class Schedules:	Call (888) 724-6376 for current schedules.
Special Notes:	All associated logistics or appropriate Classified Data handling issues are considered outside the scope of this contract and will be the responsibility of the government and will be negotiated with each delivery order as applicable. (Cost does not include reimbursable travel expenses) If Training is conducted at a Government/Customer facility, the Government/Customer is responsible for the provision of appropriately configured hardware and software to run the RainStorm Application for the required workstations.
P30402	1 to 3 students; \$1,355.59 per student
P30403	4 to 8 students; \$1,174.24 per student
P30404	9 to 20 students; \$1,083.57 per student

9. **“NO CHARGE” TRAINING**

No Training is provided free of charge by Northrop Grumman Systems Corporation

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Northrop Grumman Systems Corporation provides commercial products and services to the Ordering Activity. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Ordering activity contracts. To accelerate potential opportunities please contact Sarah Davis at the Northrop Grumman Systems Corporation contracts department at Phone: (240) 256-9232, Email: Sarah.Davis@ngc.com; Fax (301) 373-4631.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or –
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

**BEST VALUE BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

In the spirit of the Federal Acquisition Streamlining Act
____(Ordering activity)____ and ____ (Contractor)____ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

ORDERING ACTIVITY	DATE	CONTRACTOR	DATE
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BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

NORTHROP GRUMMAN SYSTEMS CORPORATION SALES AND SERVICE POINTS
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NORTHROP GRUMMAN SYSTEMS CORPORATION:

Corporate Headquarters:
600 Grumman Road West
Bethpage, NY 11714-3582

Voice (516) 346-7086
Fax (516) 346-7435

Hollywood Maryland Office:
43865 Airport View Drive
Hollywood, Maryland 20636-9760
St. Mary's County

Voice (301) 373-2388
Fax (301) 373-3421

Rosslyn Office:
1000 Wilson Blvd.
Arlington, Virginia 22209
Arlington County

Voice (703) 741-7300
Fax (703) 741-7309

Dahlgren Office:
16840 Commerce Drive
King George, VA 22485
King George County

Voice (540) 469-2160
Fax (540) 469-2166

Camarillo Office:
5154A Verdugo Way
Camarillo, California 93012
Ventura County

Voice (805) 987-9739
Voice (805) 987-0505
Fax (805) 388-2424

Florida Office:
912 South Palm Blvd.,
Niceville, Florida 32578
Okaloosa County

Voice (888) 724-6376
Fax (850) 678-2741

Oak Harbor Office:
3165 N. Goldie Road
Oak Harbor, Washington 98277-2732
Island County

Voice (360) 679-1541
Fax (360) 675-6765

South Carolina Office:
4401 Belle Oakes Drive, Suite 240
Charleston, South Carolina 29405-8504
Charleston County

Voice (843) 744-7520
Fax (843) 744-7521

Goleta Office:
6769 Hollister Avenue, Suite 100
Goleta, CA 93117
Santa Barbara County

Voice (805) 685-4571
Fax (805) 685-7853

Santa Clara Office:
2933 Bunker Hill Lane, Suite 200
Santa Clara, CA 95054

Voice (408) 654-0761
Fax (408) 654-0767

NORTHROP GRUMMAN SYSTEMS CORPORATION PRODUCTS AND SERVICES DESCRIPTIONS AND PRICING

The Northrop Grumman Systems Corporation Services & Products pricing and descriptions can be found the following ways:

**Click on the logo link below, it will take you to the GSA Contractor Info page for NGSC
Then click on GSA Advantage! logo next to the desired NGSC Special Item Number(SIN) number in the chart.**

Northrop Grumman Systems Corporation Special Item Numbers are:

SIN 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts

SIN 132-33 - Perpetual Software Licenses

SIN 132-34 – Maintenance of Software

SIN 132-50 - Training Courses for Information Technology Equipment And Software



OR

**Go to the GSA Advantage! website at <http://www.gsaadvantage.gov> and insert our contract number:
GS-35F-5339H**

