



**NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY**  
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## National Geospatial-Intelligence Agency

### Request for Quote

This is Request for Quote for commercial items and is being provided for your action. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. You must be the manufacturer or authorized reseller. The Government reserves the right to cancel this solicitation, with no obligation to the vendor by the Government.

**Title: HM157515T0027 - Requirement for Nagios XI Unlimited Node License, 1 year Email Support and Maintenance Plan.**

**The Request for Quote is for the following:**

Part Number	Description	QTY	Delivery Date
NGIS-XI-UNL	Nagios XI Unlimited Node Licenses, 1 Year Email Support and Maintenance	4 each	Award date, plus 12 months of Email Support and Maintenance.

During the license term, the vendor will provide version updates, patches, and include 10 technical support via email with the Nagios technical as well as unlimited questions on the Nagios Forum.

The North American Industry Classification System (NAICS) code for this acquisition is 511210 and the size standard is \$39.5M.

This requirement is for Electronic and Information Technology (EIT) which must meet the accessibility standards established by Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 7941). The specific Technical Standard that applies is Technical Standard: 1194.21- Software Application and Operating Systems and Functional Performance. Criteria - 1194.31 also applies.

In responding to the RFQ, vendors must state if the products offered meet the identified Technical Standards. General information regarding the Section 508 Act can be found at the website [www.section508.gov](http://www.section508.gov).

**The following clauses and provisions apply to this acquisition:**

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 05-80, effective 02 Mar 15.

The provision FAR 52.212-1, Instructions to Offerors-Commercial Items applies to this acquisition. Vendors are required to submit a completed copy of FAR 52.212-3, Offeror Representations and Certification--Commercial Items, with their offer.

The clause 52.212-4, Contract Terms and Conditions--Commercial Items, applies to this acquisition. The clause 52.212-5 Contract Terms and Conditions Required to Implement Statutes Or Executive Orders--Commercial Items, applies to this acquisition, with the following clauses: 52.204-10 Reporting Executive compensation and First-Tier Subcontract Awards; 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations; 52.219-28 Post Award Small Business Program Representation; 52.222-3 Convict Labor; 52.222-19 Child Labor--Cooperation with Authorities and Remedies; 52.222-21 Prohibition of Segregated Facilities; 52.222-26 Equal Opportunity; 52.222-36 Affirmative Action for Workers with Disabilities; 52.222-50 Combating Trafficking in Persons; 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving; 52.225-13 Restrictions on Certain Foreign Purchases; 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration; and 52.239-1 Privacy or Security Safeguards.

The clause DFARS 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items, applies to this acquisition with the following clauses: DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials; 252.203-7002; Requirements to Inform Employees of Whistleblower Rights; 252.204-7003 Control of Government Personnel Work Product; 252.225-7001 Buy American and Balance of Payments Program; 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports; 252.232-7010 Levies on Contract Payments; and 252.247-7023 Transportation of Supplies by Sea.

Contract terms and conditions required to implement statutes or Executive Orders applicable to Defense Acquisitions of Commercial Items. To view the clauses in full text, visit [www.arnet.gov](http://www.arnet.gov).

**NGA Specific Clauses**

TIME OF EQUIPMENT DELIVERIES

Deliveries shall be accomplished between the hours of 0700 and 1500 local time exclusive of Saturdays, Sundays and Federal holidays at the address indicated unless other limitations are identified herein.

#### 5X52.232-9000 SUBMISSION OF INVOICES (SEP 2012)

- (a) The contractor shall prepare each invoice in accordance with the Prompt Payment Act. Fax one copy to DoD/FPC Scott AFB IL at (614) 701-2675 or toll free at (855) 293-0972 or DSN 791-2675. DoD/FPC Scott AFB IL prefers a faxed copy, but will accept any hard copy that is mailed to their office listed on the face of the contract/order.
- (b) At the same time of submission of the invoice to the FPC vendor pay office, the contractor will send one copy to Natalie Smith at [Natalie.T.Smith@nga.mil](mailto:Natalie.T.Smith@nga.mil) and one copy to Donna Warren at [Donna.j.warren@nga.mil](mailto:Donna.j.warren@nga.mil). The contractor shall ensure that the invoice submitted to the payment office is the same invoice that is submitted to the CO, Karen C. Corder at [Karen.c.corder@nga.mil](mailto:Karen.c.corder@nga.mil) or Natalie Smith at [Natalie.t.smith@nga.mil](mailto:Natalie.t.smith@nga.mil) and technical POC, without alteration.
- (c) The technical POC will complete the receiving report and fax one copy to DoD/FPC Scott AFB IL at (614) 701-2675 or toll free at (855) 293-0972 or DSN 791-2675, and one copy to the CO shown on the face of this contract/order.
- (d) Contractors wishing to check the status of their vouchers should do so by calling Vendor Inquiry at (636) 321-5251. In addition, questions may be directed to the contracting officer administering the contract. In the absence of an administrative contracting officer, contact the procurement contracting officer, whose name and contact information appears on the face page of this contract/order.

#### 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the contractor and researched performer and determined in writing by the contracting officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010 and on Contracted Fundamental Research dated June 26, 2008, (available at DFARS PGI 204.4)

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

#### 5X52.227-9000 UNAUTHORIZED USE OF NGA NAME, SEAL AND INITIALS (JUNE 2006)

(a) As provided in 10 U.S.C. Section 425, no person may, except with the written permission of the Director, National Geospatial-Intelligence Agency, knowingly use the words "National Geospatial-Intelligence Agency", National Imagery and Mapping Agency" or "Defense Mapping Agency", the initials "NGA", "NIMA" or "DMA", the seal of the National Geospatial-Intelligence Agency, National Imagery and Mapping Agency or the Defense Mapping Agency, or any colorable imitation of such words, initials, or seal in connection with any merchandise, retail product, impersonation, solicitation, or commercial activity in a manner reasonably calculated to convey the impression that such is approved, endorsed, or authorized by the Director, NGA.

(b) Whenever it appears to the U.S. Attorney General that any person is engaged or about to engage in an act or practice which constitutes or will constitute conduct prohibited by paragraph (a), the Attorney General may initiate a civil proceeding in a district court of the United States to enjoin such act or practice. Such court shall proceed as soon as practicable to hearing and determination of such action and may, at any time before such final determination, enter such restraining orders or prohibition, or take such other action as is warranted, to prevent injury to the United States, or to any person or class of persons whose protection the action is brought.

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall:

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

#### 5X52.227-9001 ACTIVITIES THAT AFFECT U.S. PERSONS

This contract is sponsored by the National Geospatial-Intelligence Agency. All work and services to be performed hereunder shall be in strict compliance with procedures set forth in DoD 5240.1-R.

The vendors must be approved and registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) before award can be made. All offers are due to this agency no later than **9:00 a.m. Central Daylight Savings Time, 15 Apr 2015**. Send all offers/questions to Natalie Smith via e-mail at [Natalie.T.Smith@nga.mil](mailto:Natalie.T.Smith@nga.mil), no telephone responses will be accepted.

#### **Point of Contact:**

Natalie Smith, Contract Specialist, 314-676-0181, Fax 314-676-3010, [Natalie.T.Smith@nga.mil](mailto:Natalie.T.Smith@nga.mil)