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| 2. Amendment/Modification No. Amendment 0006 | 3. Effective Date May 27, 2005 | 4. Requisition/Purchase Req. No. NAAX1000-5-00002 | 5. Project No. (if applicable) |
| 6. Issued By NOAA'S HIGH PERFORMANCE COMPUTING ACQUISITION OFFICE 1315 EAST WEST HIGHWAY, ROOM 9734 SILVER SPRING, MD 20190 Willam L. Voitk (301) 713-3525 ext 196 | | 7. Administered By (if other than Item 6) Code | |

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| 8. Name and Address of Contractor (No., Street, County, and Zip Code) TO ALL OFFERORS | | (X) | 9A. Amendment of Solicitation No. DG133A-05-RP-1038 |
| | | X | 9B. Date (See Item 11) Jan 13, 2005 |
| | | | 10A. Modification of Contract/Order No. |
| | | | 10B. Date (See Item 13) |

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| Code | Facility Code |
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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| (x) | A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A. |
| | B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b) |
| | C. This supplemental agreement is entered into pursuant to authority of: |
| | D. Other (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. This Amendment revises the Solicitation as follows:

SECTION K

K.2 is added as follows:

K.2 SMALL BUSINESS PROGRAM REPRESENTATION (FAR 52.219-1) (MAY 2004)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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| 15A. Name and Title of Signer (Type or Print) | 16A. Name and title of Contracting Officer (Type or Print) |
| 15B. Contractor/Offeror | 16B. United States of America |
| 15C. Date Signed | 16C. Date Signed |
| (Signature of person authorized to sign) | (Signature of Contracting Officer) |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334111.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

SECTION L

L.6.1.1, Technical Proposal Organization, TAB 2 Benchmarks is revised to add the following:

Following the formula for SLT described in Section C.6.1.2, Offerors shall present the SLT calculation for each workstream through the base period (government fiscal years 2006-2009). For the calculation, Offerors shall identify the component(s) and processor core counts of the target architecture used by each set of workstream instances at each point in the calculation (i.e. for each "j").

For each "j" comprising the set of target system configurations over time, The Offeror shall return:

1) The total benchmark wallclock time, processor core count and processor type for each instance of the workstream at each target system configuration change. (NOTE: As per the definitions in Section J.1.4.2.2, the wallclock time is measured from the submission of the first instance of the workstream to the completion of the last instance of the workstream.)

2) The target system availability for each instance of the workstream.

3) The benchmark wallclock time (B) and availability (A) used for each component in the sum producing the SLT

4) The wallclock life time (T) of the target system configuration and the portion of the SLT attributable to that system configuration

5) The proposed SLT for the workstream.

Offerors are reminded that with one exception, the total number of instances of a workstream across the entire set of target resources for that workstream remains constant at all points in time. For example, there are never more than 8 instances of CM2-ESM comprising WS1 regardless of the types of processors for which CM2-ESM is a target. Therefore, workstream instances may have to be remapped to specific CPU types and core counts each time the workstream target system configuration is altered. WS5 is the exception where the number of instances may change at system upgrade points. See the specifics of WS5 for details.

In addition to providing explicit SLT calculations, Offerors shall report the proposed ratio of improvement ('x-factor') for each Workstream on the offered equipment configuration. The x-factor shall be computed for each benchmark code as (number of benchmark instances divided by benchmark wall-clock time) divided by (number of baseline instances divided by baseline wall-clock time). In the event that the benchmark runs were conducted on a configuration other than that to be offered, the extrapolation of benchmark results to the offered system must be fully explained and documented.

OFFERORS ARE REQUIRED TO PROVIDE THE SLT AND ‘X-FACTOR’ CALCULATIONS CITED ABOVE TO THE CONTRACTING OFFICER BY NOON EASTERN TIME ON THURSDAY, JUNE 2, 2005. ELECTRONIC SUBMISSION TO THE FOLLOWING ADDRESS IS ACCEPTABLE: william.voitk@noaa.gov

2. This Amendment also responds to vendor's questions received since issuance of the Solicitation. These responses are included as an attachment to this Amendment. NOTE: The questions and answers are also posted to the NOAA R&D HPCS web site at:

<http://rdhpcs.noaa.gov>

If there are any disparities between the questions and answers on the web site and this Amendment, this Amendment shall prevail. Answers to previous questions not provided with this Amendment, and any additional questions received will be responded to in a subsequent Amendment.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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| 15A. Name and Title of Signer <i>(Type or Print)</i> | | 16A. Name and title of Contracting Officer <i>(Type or Print)</i> | |
| 15B. Contractor/Offeror | 15C. Date Signed | 16B. United States of America | 16C. Date Signed |
| _____ <i>(Signature of person authorized to sign)</i> | | _____ <i>(Signature of Contracting Officer)</i> | |