

**APS CONTRACT MANAGEMENT OFFICE
PROGRAM MANAGEMENT AND IV&V
SUPPORT SERVICES
CONTRACT NO. 50-PAPT-4-00043**



GALAXY SCIENTIFIC CORPORATION

OFFICIAL FILE

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SOLICITATION AND ANY RESULTANT CONTRACT	

AWARD/CONTRACT

OMB No. 0605-0010 Expiration Date: 2/28/94

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING

CONTRACT NO. 50-PAPT-4-00043	3. EFFECTIVE DATE	4. REQUISITION/PROJECT N C2 290C940004
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5. ISSUED BY Code: CODE U.S. DEPT. OF COMMERCE, PTO APS CONTRACT MANAGEMENT OFFICE BOX 14 WASHINGTON, DC 20231	6. ADMINISTERED BY Code: (If other than Item 5) U.S. DEPT. OF COMMERCE, PTO APS CONTRACT MANAGEMENT OFFICE 2231 Crystal Drive, Suite 702, RM784 ARLINGTON, VA 22202
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7. NAME AND ADDRESS OF CONTRACTOR Galaxy Scientific Corporation 2500 English Creek Ave. Bldg. 11 Pleasantville, NJ 08232	8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)
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Code: Facility Code:	9. DISCOUNT FOR PROMPT PAYMENT N/A
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10. SUBMIT INVOICES TO ADDRESS IN BLOCK 5: (4 Copies)

11. SHIP TO/ MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA
 94 A 29188 702100 2597 \$450,000.00

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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See Schedule

15G. TOTAL AMOUNT OF CONTRACT \$13,797,361.00

EXCEPTION TO STANDARD FORM SF26 (REV.4-85)	Prescribed by GSA FAR(48 CFR) 53.214
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AWARD/CONTRACT

SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
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M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 52-PAPT-3-00035, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) James Yoh	20A. NAME OF CONTRACTING OFFICER James H. Murphy
19B. NAME OF CONTRACTOR by (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by (Signature of Contracting Officer)
19C. DATE SIGNED 16 September 1994	20C. DATE SIGNED 16 September 94

EXCEPTION TO STANDARD FORM 26 (REV.4-85)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1

BASE PERIOD - Date of Award through February 28, 1995

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	38,000 hours
Est. Cost	\$1,707,743
Fixed Fee	\$ 58,165
Total Cost Plus Fixed Fee	\$1,765,908

OPTION PERIOD 1 - MARCH 1, 1995 Through February 29, 1996

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	66,000 hours
Est. Cost	\$2,902,597
Fixed Fee	\$ 101,415
Total Cost Plus Fixed Fee	\$3,004,012

OPTION PERIOD II - March 1, 1996 through February 28, 1997

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	66,000 hours
Est. Cost	\$2,813,593
Fixed Fee	\$ 102,696
Total Cost Plus Fixed Fee	\$2,916,289

OPTION PERIOD III - March 1, 1997 through February 28, 1998

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	66,000 hours
Est. Cost	\$2,906,727
Fixed Fee	\$ 105,865
Total Cost Plus Fixed Fee	\$3,012,592

OPTION PERIOD IV - March 1, 1998 through February 28, 1999

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	66,000 hours
Est. Cost	\$2,989,564
Fixed Fee	\$ 108,997
Total Cost Plus Fixed Fee	\$3,098,561

**B.2 LEVEL OF EFFORT--COST-REIMBURSEMENT TERM
CONTRACT**

- (a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 38,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.
- (b) For determining level of effort hours, direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers. Support personnel such as company management, typists, and key punch operators will not be considered as part of the level of effort. However, support personnel should be charged directly to the contract if it is the Contractor's practice to do so.
- (c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee.
- (d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.
- (e) These terms and conditions do not supersede the requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds".

**B.3 ESTIMATED AND ALLOWABLE COSTS--INCREMENTALLY
FUNDED CONTRACT**

(a) Estimated Costs

- (1) It is estimated that the total cost to the Government for

B.3 (Continued)

full performance of the contract will be \$13,797,361 of which the sum of \$13,320,223.00 represents the estimated reimbursable costs and \$477,138.00 represents the fixed fee.

- (2) Total funds currently available for payment and allotted to this contract are \$450,000.00 which represents the estimated reimbursable costs and the fixed fee. For further provisions on funding, see clause 52.232-22 "Limitation of Funds".
- (3) It is estimated that the amount currently allotted will cover the performance under the contract through September 30, 1995.
- (4) The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.
- (5) When the contract is fully funded, the provisions of clause 52.232-20 "Limitation of Cost", clause 52.216-7 "Allowable Cost and Payment", and clause 52.216-8 "Fixed Fee" shall apply.

(b) Allowable Costs

- (1) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government Representative in accordance with 42.704, subject to adjustment when the final rates are established.
- (3) Notwithstanding paragraphs No. (1) and (2) above, the U.S. Patent and Trademark Office's maximum liability for payment of indirect expenses shall be limited by the ceiling established in contract clause "H.15 Indirect Rate Ceilings".

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**PROJECT MANAGEMENT AND INDEPENDENT VERIFICATION AND VALIDATION (IV&V)
SUPPORT SERVICES****C.1 STATEMENT OF WORK/SPECIFICATIONS
(CAR 1352.210-71) (JUL 1985)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

C.1.1 BACKGROUND

Since 1986, the Patent and Trademark Office (PTO) has contracted for project management and independent verification and validation (IV&V) support services, initially in support of Automated Patent System (APS) development. Over time, this support has been expanded to include support to other developmental and operational efforts within the PTO's agency-wide automation program. The program encompasses the design, development and implementation of new automated and the refinement of existing automated systems supporting virtually all aspects of PTO operations. Documentation describing the PTO's automation systems and program is listed in Section L.17.

The PTO is issuing this contract solicitation for project management and independent verification and validation (IV&V) support services to be provided upon the expiration of the current contract.

C.2 SCOPE OF CONTRACT

The contractor will provide project management, administration and independent technical analysis and evaluation in support of the PTO's automated systems. Automated system capabilities to be supported or evaluated in this manner include, but are not limited to: central computer systems; office automation capabilities linked together through a PTO-wide communications network; capabilities for full deployment of the automated patent text and image search, storage and retrieval systems; capabilities providing automated support of administrative and management functions; automation of patent application receipt, assignment, and tracking functions, including the electronic receipt of patent applications and other requests for PTO services; development of optical character recognition capabilities; and enhancements which allow terminal access to all resources needed for trademark application receipt and processing and advanced capabilities for information dissemination and exchange.

Support services shall be supplied in conformance with the terms and

conditions of this contract.

C.3 TASK ORDERS

C.3.1. GENERAL

- a. The Contractor shall perform work under this contract as specified in written Task Orders (TO) issued by the Contracting Officer. Work shall be initiated and/or performed only after issuance by the Contracting Officer of a fully executed Task Order. The Task Order is considered executed or issued if it has been signed by the Contracting Officer. The work to be performed under these Task Orders shall be within the scope of the Contract.
- b. It is recognized and mutually agreed that the Government shall only be liable for costs and fee under the terms and conditions of this contract to the extent that a fully executed Task Order has been issued and covers the required work. Therefore, any cost and fee for any work not so authorized shall be disallowed.
- c. Each Task Order will include (1) a numerical designation, (2) the estimate of required labor hours and cost ceiling, (3) the period of performance and schedule of deliverables, (4) the description of the work (consisting of clearly defined task objectives, scope, methodology, resource requirements, milestones, and (5) identification of the period (base, option period 1, etc.) to which the Task Order is to be charged if the contract includes overlapping periods.
- d. The Contractor shall acknowledge receipt of each Task Order by returning to the Contracting Officer a signed copy of the Task Order within 5 calendar days after its receipt. The Contractor shall begin work on the Task Order in accordance with the effective start date indicated on the Task Order.
- e. This clause does not change the requirements of the clause B.1 "Level of Effort -- Cost Reimbursement Term Contract," nor the notification requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds."
- f. Task Orders shall not change any terms or conditions of the contract. Where any language in

the work assignment may suggest a change in the contract terms or conditions, the Contractor shall notify the Contracting Officer within 5 calendar days after receipt of a Task Order.

C.3.2 TASK ORDER IMPLEMENTATION

- a. The COTR shall initiate the Task Order implementation process through the Contracting Officer by preparing a statement of requirements or objectives to be achieved by completion of work under the Task Order, in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a planned schedule for completion of work under the Task Order, period of performance, and deliverables to be provided under the Task Order.
- b. The Contractor shall, on the basis of the TOS, develop a work plan or Statement of Work which defines the contractor's technical approach, specific tasks and actions which are proposed to be taken by the Contractor to complete the work under the Task Order and a cost estimate. The Contractor shall deliver four copies of the work plan and cost estimate to the PTO within ten (10) working days after receipt of the TOS. The work plan shall be developed and submitted to the PTO. The work plan shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule. The Contractor shall also identify all the responsibilities of the Government which will affect the Task Order and any dependencies which may exist.
- c. Based upon the contents of the work plan and cost estimate, the Contractor and the PTO shall negotiate the number of hours and labor mix required to complete the Task Order, the cost of any "Other Direct Costs (ODC's)," materials, or services required by the Task Order, and any changes in the scope of the work to be performed, the schedule or the deliverables to be provided under the Task Order.
- d. Within 5 working days following the conclusion of final negotiations related to the work plan and cost estimate, the Contractor shall submit a revised work plan which reflects the negotiated agreement. A Task Order is then fully executed and issued by the Contracting Officer. The

Contractor shall commence work on the Task Order in accordance with the effective start date indicated in the fully executed Task Order. The Task Order includes the baseline plan of cost, schedule, and deliverables for completion of the Task Order.

- e. Following execution of the Task Order, technical clarifications may be issued in writing at any time by the COTR to amplify or provide additional guidance to the Contractor regarding the performance of the Task Order.
- f. Pursuant to the FAR Clause 52.243-7, "Notification of Changes," as contained in Section H of this solicitation, the Contractor shall notify the Contracting Officer immediately of any instructions or guidance the Contractor considers to be a change to the Task Order which will impact the cost, schedule or deliverable content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally amended to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect Task Order amendments within 5 working days following negotiation or issuance of a modification of the Task Order.

C.4 SCOPE OF WORK

Major areas where the contractor will provide expert project management, administration and technical analysis support and assistance include, but are not limited to:

- o Project/Contract Management Support and Administration
- o Quality Assurance Support
- o Configuration Management Support
- o Information Technology Security Program Support
- o IV&V, Product Software and Engineering Support
- o Test and Integration Support

The following subsections discuss each of these areas in detail. Within the scope of work, specific task assignments under these areas will be issued in the form of written fully executed task orders by the PTO Contracting Officer (CO).

C.4.1 PROJECT/CONTRACT MANAGEMENT AND ADMINISTRATION

C.4.1.1 The Contractor shall provide support to the PTO in carrying out project and contract management and administration activities. This support shall include assistance in defining project/contract administration requirements, development of task orders and technical tasking statements of other contractors, evaluation of other contractors' technical documents, plans, performance and products, and defining standards of acceptability for contractor's deliverables. When required, this evaluation shall also include an assessment of technical proposals for feasibility and reasonableness, as well as an assessment of the impact on the schedule resulting from failure to meet the requirements as specified in task orders or other technical tasking statements.

C.4.1.2 As required, the contractor shall participate in the development of project/contract administration and management standards, review of other contractors' status reports, financial assessment reports, and other documentation for the purpose of assessing accuracy, validity, completeness, and compliance with contract requirements. When required, the contractor shall participate in formal design and product review meetings and shall prepare and deliver briefings on project/contract management and administration activities. As required, the contractor shall participate in task order and contract close-out functions for other contractors.

C.4.1.3 As required, the contractor shall evaluate the Engineering Change Proposals (ECPs) submitted by other contractors. The purpose of this evaluation is to ensure that the rationale provided with the ECP supports the changes suggested, and that the impacts on baseline documents are identified. The contractor shall provide the evaluation results to the Government with a recommendation regarding the completeness of the prime ECP effort.

C.4.1.4 As required, the contractor shall provide support for internal audits, administrative and control reviews, feasibility and other special studies.

C.4.1.5 As required, the contractor shall assist the PTO in acquisition planning development of acquisition documents and source selection strategies that will include, but not be limited to strategies for evaluation of offerors' technical proposals. However, this support shall not include actual rating or grading of proposals.

C.4.1.6 As required, the contractor shall assist the PTO in the planning and development of a wide range of workforce training and development activities such as business processing reengineering training; user training on automated systems access, utilization, and data integrity; training in support of project management and Total Quality Management (TQM) Initiatives, etc.

C.4.2 QUALITY ASSURANCE SUPPORT

The contractor shall assist the PTO in the establishment and execution of a comprehensive Quality Assurance (QA) program for PTO's automated

environment. The contractor shall assist in:

- o Defining, analyzing and documenting QA program requirements.
- o Developing and performing Quality Control (QC) procedures and evaluations on work products delivered by other contractors.
- o Identifying and developing automated methods and tools for applying quality factors and measurements to other contractors software prior to and during the software development.
- o Continued refinement and implementation of a Systems Development Life Cycle (SDLC) approach to application systems development, establishment of design reviews during the systems development process, and development of ADP standards, procedures and conventions, including development of a computer resource life cycle management plan.
- o Performing QA evaluations of QC procedures and products related to the PTO's automated systems.
- o Performing quality assessment of PTO's automated systems and recommending corrective processes and actions where applicable.
- o Providing support for QA audits and internal reviews.
- o Evaluating other contractors' software engineering maturity and software engineering programs, and formulating improvement plans, when needed.

C.4.3 CONFIGURATION MANAGEMENT SUPPORT

The contractor shall advise and assist the PTO in execution of an agency-wide Configuration Management (CM) program. Included, as necessary, will be assistance in:

- o Enhancement and implementation of the PTO's CM plan for the application of CM practices and procedures for application systems. This includes:
 - Defining, analyzing and documenting CM program requirements.
 - Identifying automated tools associated with an Integrated Product Support Environment or Change Control Management.
 - Developing CM procedures and conducting evaluations of work products delivered by other contractors,

including but not limited to, the assessment of their configuration management plans, procedures and practices to ensure conformance with PTO requirements.

- Identifying and satisfying the management information requirements for configuration data including, but not limited to, the establishment and maintenance of component inventories of documents, software and hardware, component connectivity, and integration of Configuration Change Control vehicles (i.e., Modification Request (MR), Change Request (CR), Discrepancy Report (DR)). This shall include coordinating and controlling changes to PTO's production and test configurations.
- Providing support for hardware configuration audit activities, including preparing plans for and conducting functional and physical configuration audits of other contractors' deliverables.

C.4.4 INFORMATION TECHNOLOGY SECURITY PROGRAM SUPPORT

The contractor shall provide assistance to the PTO in the development and implementation of the information systems security program. This assistance shall include, but is not limited to:

- o Development of security control, audit and testing capabilities.
- o Development of information technology/resource inventories.
- o Development, execution, and audit of risk management plans, contingency plans and disaster recovery plans for PTO developmental and operational automated systems.
- o Conduct of security risk assessments on the physical, personnel, and accessibility aspects of PTO facilities and computer systems.
- o Support for the development, implementation and management of individual system security plans, including implementation of information security and data integrity concepts.
- o Development of security assessment and compliance measurement strategies.
- o Development and conduct of special security compliance studies and identification of strengths, weaknesses, vulnerabilities, alternatives and corrective actions, when required.

C.4.5 IV&V, SOFTWARE AND PRODUCT ENGINEERING SUPPORT

C.4.5.1 The contractor shall provide support for the independent verification and validation of system designs and alternatives, engineering fabrication and testing designs, and technology alternatives and methodology development. The contractor shall assist the PTO in defining and documenting test and evaluation objectives, procedures and methods, (including automated testing tools) and shall participate in the conduct of system acceptance tests and evaluations performed on the system development and integration contractor's products. The contractor shall identify and develop testing methodologies and documentation, generate testing protocols and make independent assessments of accuracy, completeness, consistency, feasibility, and compliance with standards and requirements. As required, the contractor shall document recommendations for improvement or correction.

C.4.5.2 At the PTO's direction, the contractor shall develop audit procedures and performance standards and shall perform independent audits against system baselines. The contractor shall review and assess technical and management documentation to determine conformance with related requirements, technical baselines and adherence to specified standards. Documentation identified for contractor review and comment shall include, but not be limited to: Program Performance Specifications, Program Design Specifications, Data Base and Subsystem Specifications and Operation Manuals. Some of this documentation may be the products of other contractors.

C.4.5.3 As required, the contractor shall attend the systems development and integration contractor's System Design Reviews, System Requirement Reviews, and Comprehensive Design Reviews.

C.4.5.4 The contractor shall develop and execute plans for ensuring the traceability of automated systems with associated engineering development and test specification. The contractor shall participate in system and subsystem test planning and validation of test results against the technical baselines.

C.4.5.5 The contractor shall perform evaluations of data base management and integrity design.

C.4.6 TEST AND INTEGRATION SUPPORT

C.4.6.1 The contractor shall provide support for all activities required for acceptance testing, integrating and installing enhancements and/or modifications to PTO automated systems within the framework of a baseline concept. A baseline consists of a variable number of software capabilities to be acceptance tested, integrated, and installed into an ADP production environment within a specific timeframe. The contractor shall also support planning for installation and acceptance of subsequent baselines to include scheduling,

coordination, installation, testing, and problem resolution support, and administrative/quality assurance support.

C.4.6.2 As required, the Contractor shall participate in the various SDLC test readiness reviews, and shall provide support in reviewing test plans, test specifications, and test procedures.

C.5 CONTRACT DELIVERABLES

C.5.1 The following shall be delivered to the PTO as required in accordance with the format and criteria shown in Attachment J4 and listed in Section J.

- a. Monthly Status Report (Contract Deliverable No. PM01).
- b. Letter of Completion (Contract Deliverable No. PM02).
- c. Special Study and Analysis Report (White Paper) (Contract Deliverable No. PM03).
- d. Problem Notification Letter (Contract Deliverable No. PM04).
- e. Minutes of Monthly Task Order Status Review (Contract Deliverable No. PM05).
- f. Minutes of Meetings (Contract Deliverable No. PM06).

C.5.2 Other technical products shall be provided to the PTO as required in task orders. When required, products shall be provided in paper or electronic form, or both.

C.5.3 Software documentation shall be provided to the PTO by the contractor as requested and specified in each task. This documentation shall conform to Federal Information Processing Standards (FIPS).

C.6 PROBLEM NOTIFICATION

The Contractor shall notify the PTO's Contracting Officer and COTR immediately of all problems that impact or potentially impact the contract, deliverable(s) or project schedule. Such notifications shall be made verbally during normal work hours or at the beginning of the next Government work day. For each problem encountered, verbal notification shall be followed by a written report to the Contracting Officer and copy to the COTR within 24 hours after the identification of the problem. This written report shall be submitted in accordance with the format and criteria contained in Contract Deliverable PM04 (Problem Notification Letter), provided in Attachment J4. The report shall include as a minimum: (1) the nature of the problem; (2) how or

why the problem occurred; (3) the steps being taken to correct the problem (4) the consequences of the problem; and (5) actions to prevent similar occurrences.

C.7 PROGRESS REPORTS

The contractor shall submit written monthly progress and status reports due on first (1st) day of the month following contract award and thereafter on a calendar month basis. The progress report is to be submitted within 10 calendar days after the end of the calendar month. Four (4) copies shall be submitted, three (3) copies shall be provided to the COTR and one (1) copy to the Contracting Officer. The reports shall conform to the format and criteria listed in Contract Deliverable PM01 (Monthly Status Report), provided in Attachment J4.

C.8 MEETINGS

C.8.1 The contractor shall conduct monthly Task Order Status Reviews with the PTO COTR or his/her representative. Subjects for discussion at the meetings shall include at a minimum; but are not limited to:

- a. Work completed during the reporting period.
- b. Technical status report on all tasks.
- c. Financial status report on all tasks.
- d. Work schedule for the next reporting period.
- e. Identification of any problems or delays and recommendations as to their resolution with reference to the problem reports submitted in the interim.

The Contractor shall make available all technical personnel associated with the project work areas which are related to the topics that are listed in the proposed agenda.

C.8.2 Other meetings between the contractor and the PTO will be held on an "as required" basis during the performance of the contract. The majority of the meetings will be held at the U.S. Patent and Trademark Office, 2121 Crystal Drive (Crystal Park 2), Arlington, Virginia 22202; however, meetings may also be held at the contractor's facility when determined appropriate by the COTR. The contractor shall be able to attend any meeting called by the PTO when given a two hour advance notice of such a meeting. As requested, the Contractor shall prepare and submit written minutes of all meetings in accordance with the format and criteria contained in Contract Deliverable PM06, (Minutes of Meeting provided as Attachment J4.

C.9 QUALIFICATIONS OF CONTRACTOR PERSONNEL

C.9.1 Minimum education and experience requirements for each job

category are stated below (where applicable). Contractor may substitute years of equivalent experience in lieu of the education requirement, providing the experience requirement, as stated, has been fully met. However, a year of experience shall not simultaneously count toward meeting both the education and experience requirement.

C.9.2 As a group, excluding administrative/clerical support personnel, the contractor's proposed personnel shall possess a working knowledge of:

C.9.2.1 WordPerfect, Excel, Microsoft Word, Foxbase and/or dBase IV, Lotus 1-2-3, MacProject, MacDraw, Paradox, Filemaker Pro, and Microsoft Project.

C.9.2.2 Large mainframes (e.g. IBM, Unisys, Amdahl, etc.) and their associated operating systems; data base systems development and administration; and personal computers (e.g. IBM PC's, Macintosh, etc.) and their associated operating systems.

C.9.2.3 Programming languages (e.g. C, C++, UNIX, etc.).

C.9.3 PROGRAM MANAGER

C.9.3.1 Minimum Education Requirement: Bachelor's Degree in General Management Information Resource Management, Computer Science, Computer Design or related discipline.

C.9.3.2 The Program Manager shall have a minimum of 10 years of experience in data processing and telecommunications. A minimum of 5 of those years shall have be in a supervisory capacity over groups of three or more people, and at least 5 years of experience in managing multiple project groups is required.

C.9.3.3 The Program Manager shall have at least 5 years of experience in independent verification and validation, test and evaluation, and operations and maintenance; and at least 5 years of experience in Federal acquisition management, cost and schedule management, procurement management and logistics management. Experience shall include directing the implementation and maintenance of automated project planning programs.

C.9.3.4 The Program Manager shall have organized, coordinated and directed planning and implementation of contract support activities, and have demonstrated oral and written communication skills suitable for interfacing with all levels of management.

C.9.3.5 The Program Manager shall have demonstrated the ability to plan and implement projects in a cost-effective manner, and have a comprehensive knowledge of Federal contracting procedures.

C.9.3.6 The Program Manager shall have a comprehensive knowledge of Federal security laws, directives and guidelines as they pertain to

acquisition and development of information technology services.

C.9.4 SENIOR COMPUTER SYSTEMS SPECIALIST

C.9.4.1 Minimum Education Requirement: Bachelor's Degree in Computer Science or related discipline.

C.9.4.2 Each Senior Computer Systems Specialist shall have a minimum of 8 years of experience in data processing and telecommunications. A minimum of 3 of those years shall have included direct involvement in engineering, developing, testing and evaluating system design alternatives for major automated systems. Experience shall include a detailed working knowledge of automated project management systems and all aspects of system development life cycle (SDLC) methods. Each senior computer specialist shall have experience in relating and translating policy into operating procedures.

C.9.4.3 First-hand experience shall include directing technical studies, risk assessments, security sensitivity analyses, proof of concept studies, and testing. It shall also include development of automated system monitoring concepts, implementing and maintaining security awareness training plans, contingency and disaster recovery plans, certification schedules and requirements.

C.9.4.4 First-hand experience shall include the development and documentation of strategic and tactical level plans for major automation programs. Experience shall also include development of such plans responsive to higher (e.g., Departmental) level Information Resource Management (IRM) requirements. Each senior specialist shall have demonstrated the ability to support a major Government organization's decisions to design, develop, enhance, acquire and deploy large and complex application systems, involving hardware as well as software considerations.

C.9.4.5 At least one Senior Computer Systems Specialist shall have a comprehensive knowledge of configuration management and software quality assurance programs, as well as Federal security laws, directives, and guidelines. As a group (not each individual), they shall have first-hand experience in the Federal Government procurement process, in developing the technical portion of solicitation and tasking documents, as well as first-hand experience in evaluating the technical portion of offeror-submitted proposals and in technical assessment of other contractor-developed plans, documentation and work products.

C.9.4.6 As a group, they shall possess experience in verification and validation of system software, implementation and testing of computer centers, liaison with program management and contract groups, provision of engineering reference and project data libraries, and determination of security, quality assurance and configuration management policies.

C.9.5 SENIOR QUALITY ASSURANCE SPECIALIST

C.9.5.1 Minimum Education Requirements: Bachelor's Degree in Computer Science Computer Design, or related discipline.

C.9.5.2 Each Senior Quality Assurance (QA) Specialist shall have a minimum of five (5) years of first-hand experience and skills in the following subject areas.

C.9.5.3 Preparation and conduct of:

- o System Requirement Reviews (SRRs),
- o Preliminary Design Reviews (PDRs),
- o Critical Design Reviews (CDRs), and
- o Test Readiness Reviews (TRRs).

C.9.5.4 Experience and skills in developing QA related policies, standards, procedures and guidelines. Experience and skills shall also include the implementation and promulgation of such material within an organization.

C.9.5.5 Experience and skills in determining, developing and performing Quality Control (QC) procedures on work products resulting from the application systems development process; particularly those work products developed by software contractors. Experience and skills shall also include the use of industry-accepted QC procedures on ADP-related hardware as well as software.

C.9.5.6 Experience and skills in conducting audits of:

- o Functional processes such as software contractor's configuration management program, and
- o Development processes such as a Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA).

C.9.5.7 Experience and skills in evaluating the quality of QC procedures used QC of automated data, and in assessing the effectiveness of data correction procedures. Experience and skills shall also include actually performing data quality assessment and data correction.

C.9.5.8 Experience and skills in the application of Quality Factors and METRICS Quality Measurement to assure the quality of newly developed software, and experience and skills in the automation of Quality Factors.

C.9.5.9 Experience and skills in CASE technology, and in both the evaluation a use of QA-based software products such as source code analyzers, code development and test tools, programming support tools and QA statistical packages.

C.9.5.10 Experience and skills in various industry-accepted testing processes and procedures such as System Development Testing (SDT),

System Acceptance Testing (SAT) and Regression Testing.

C.9.5.11 Experience and skills in Requirements Traceability through the entire SDLC process. Experience and skills shall also include a high level knowledge industry-accepted Configuration Management (CM) disciplines.

C.9.5.12 At least one Senior Quality Assurance Specialist shall have experience and skills in the use of DoD Std 2167/2167A (Software Life Cycle standard) and DoD Std 2168 (Software Quality Assurance Standard) or in the use of IEEE standards (Software Life Cycle standard). At least one Quality Assurance Analyst shall also have experience in establishing and promulgating the use of a SDLC methodology or major phases of an SDLC within an organization.

C.9.6 SENIOR CONFIGURATION MANAGEMENT SPECIALIST

C.9.6.1 Minimum Education Requirement: Bachelor's Degree in Computer Science, Computer Design, or related discipline.

C.9.6.2 Each Senior Configuration Management Specialist shall have a minimum of five (5) years of first-hand experience and skills in the following subject areas:

C.9.6.3 Experience and skills in the use of industry-accepted practices and procedures in Configuration Management (CM) for both hardware and software.

C.9.6.4 Experience and skills in establishing clustered and hierarchical Configuration Control Boards (CCBs). Experience and skills shall also include Change Control processes and procedures and Version/Release management of software in a production environment.

C.9.6.5 Experience and skills in developing and using naming conventions within the area of CM. Individuals shall also have experience and skills in the use of Data Element Dictionary (DED) processes.

C.9.6.6 Experience and skills in the identification and management of CM baselines to include Functional Baselines, Allocated Baselines, Beta Product Baselines and Product Baselines.

C.9.6.7 Experience and skills in both manual and automated status accounting systems for the accounting and reporting of change status.

C.9.6.8 Experience and skills in planning and conducting Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs).

C.9.6.9 Experience and skills in the evaluation and use of automated CM tools for numerous components of hardware, software and documentation.

C.9.6.10 Experience and skills in Requirements Traceability through

the entire SDLC process. Experience and skills shall also include knowledge of industry-accepted Quality Assurance disciplines.

C.9.6.11 At least one Senior Configuration Management Specialist shall have experience and skills in defining, planning, developing, implementing and promulgating broad functional programs (e.g., an all encompassing Configuration Management program) throughout an entire data processing organization.

C.9.6.12 At least one Senior Configuration Management Specialist shall have experience and skills in the use of DoD Std 2167/2167A (Software Life Cycle standard), DoD Std 2168 (Software Quality Assurance standard) and 48x series. At least one Senior Configuration Management Specialist shall have experience in establishing and promulgating the use of CM practices and procedures in the major phases of the SDLC within an organization.

C.9.7 SENIOR TEST AND INTEGRATION SPECIALIST

C.9.7.1 Minimum Education Requirement: Bachelor's Degree in Computer Science or related discipline.

C.9.7.2 Each Senior Test and Integration Specialist shall have a minimum of eight (8) years of experience in writing detailed test procedures in accordance with either DoD-STD-2167A or IEEE standard.

C.9.7.3 Each Senior Test and Integration Specialist shall possess a minimum of five (5) years of expert, first-hand experience in the following: software development, installation and integration; system engineering; test and integration; programming languages and operating systems.

C.9.7.4 As a group, they shall have a working knowledge of desktop publishing tools and have experience in managing large, complex documentation projects.

C.9.8 SENIOR INFORMATION SYSTEMS SECURITY SPECIALIST

C.9.8.1 Minimum Education Requirement: Bachelor's Degree in Computer Science or related discipline.

C.9.8.2 Each Senior Information Systems Security Specialist shall have a minimum of eight (8) years of experience in data processing and data communications. A minimum of 3 of those years shall have included direct involvement in planning, engineering, developing, testing and evaluating information security system design alternatives for major automated systems. Experience shall include a detailed working knowledge of automated tools for risk analysis, contingency and disaster recovery planning, and project management, and all aspects of evolutionary system development life cycle methods. Each Senior Information Systems Security Specialist shall have experience in relating business and development environments to Government statutes, regulations, and laws, creating policies for these environments, and in

translating policy into operating procedures.

C.9.8.3 First-hand information security experience shall include directing technical studies for both needed and implemented controls in automated business processes, technology development programs, the technology systems that provide the automated services, risk analyses, sensitivity analyses, automated system controls test designs, test planning, and testing. It shall also include developing physical and automated system auditing concepts, plans, and procedures, implementing and maintaining security awareness training, contingency and disaster recovery planning, certification techniques, criteria, schedules, and statutory requirements.

C.9.8.4 First-hand experience in information security projects shall include the development and documentation of strategic and tactical level plans for the implementation of information security programs. Experience shall also include development of such plans responsive to higher (e.g., Departmental) level Information Resource Management requirements. The Senior Information Systems Security Specialist shall have demonstrated the ability to support a Government organization's decisions to design, develop, enhance, acquire and deploy large and complex automated application systems involving an integration contractor, diverse business applications, hardware and software, with operational and maintenance support considerations.

C.9.8.5 Each Senior Information Systems Security Specialist shall have a comprehensive knowledge of configuration management and software quality assurance programs, as well as Federal security laws, directives, and guidelines. Each Senior Information Systems Security Specialist shall have first-hand experience in the application of information security to the Federal Government procurement process, in developing the technical portion of solicitation documents, and in evaluating the technical portion of offeror-submitted proposals.

C.9.8.6 Each Senior Information Systems Security Specialist shall have knowledge of IBM mainframe or equivalent and IBM mainframe software, knowledge of security systems development, implementation, auditing and administration.

C.9.9 PRINCIPAL BUDGET ANALYST

Minimum Education Required: Bachelor's Degree in Financial Management, Accounting or related discipline. Principal Budget Analyst must possess a minimum of 10 years of experience in planning, analysis and cost scheduling. Experience shall include review of engineering change proposals relative to cost impacts and expenditures to budget. Principal Budget Analyst must have experience in determining actual versus planned accomplishments to budget, cost variance analysis, and resource management as it relates to budget systems.

C.9.10 ADMINISTRATIVE/CLERICAL SUPPORT PERSONNEL

The types of positions included in this category are occupations

concerned with:

- o Preparing, transcribing, transferring, systematizing and preserving written communications and records;
- o Gathering, distributing, and accounting for stores of materials;
- o Operating telephone(s) and/or telephone switchboard(s);
- o Using a Personal Computer or Macintosh for word processing and/or electronic spread sheet applications;
- o Distributing mail and delivering messages; and
- o Performing other administrative support and clerical duties.

This category may include but is not limited to secretaries, typists, receptionists, file clerks, administrative assistants and accounting clerks.

As a group, administrative/clerical support personnel shall possess a working knowledge of IBM PC and Macintosh Software applications for word processing, spreadsheets, art and graphic presentation packages, and data base application packages.

C.2

SECTION D - PACKAGING AND MARKING**D.1 SPECIAL DISTRIBUTION REQUIREMENTS**

The contractor is required to provide the original report or deliverable to the addressee, and in addition, is required to provide copies for the following individuals (unless the individual is the addressee):

1. James H. Murphy, Contracting Officer
2. The Task Order Manager
3. Sylvia Van Dyke, Contract Specialist
4. Sanford Zarkin, Alternative COTR
5. Lawrence DeSpain, Contracting Officer's Technical Rep.

All copies shall be delivered for centralized control and distribution to the attention of Lawrence DeSpain, U.S. Patent and Trademark Office, 2121 Crystal Drive, Suite 1002, Washington, DC 20231; or if hand delivered: Arlington, VA 22202.

One copy of all technical reports and letters shall be delivered to the COTR in machine readable format. The required format is Macintosh Word 5.0 on a 3-1/2" diskette.

Deliverable or report distribution requirements, other than those specified herein, may be specified in the individual task order.

Reports and data to be provided hereunder shall be clearly marked, packaged, and transmitted in accordance with U.S. Postal Regulations or in such a manner as to ensure safe delivery and acceptance at destination.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

U.S. PATENT AND TRADEMARK OFFICE
2121 CRYSTAL DRIVE, SUITE 1002
ARLINGTON, VA 22202

SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is from the effective date of the contract through FEBRUARY 28, 1995.

F.3 IDENTIFICATION OF CONTRACT DELIVERABLES

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- (a) Name and Business address of the Contractor;
- (b) Contract Number
- (c) Applicable Task Order
- (d) Applicable Task Order Deliverable number
- (e) Date of Report
- (f) Name, position, and office location of the preparer.

F.4 REPORTING

PROGRESS REPORT - Ten working days after the end of each calendar month during performance hereunder, the Contractor shall prepare and submit four (4) copies of a monthly progress report to the Government. A progress report will contain, at a minimum, the following items:

- o A summary of progress made during the month of each task and

F.4 (Continued)

subtask initiated, under way, and completed.

- o A comparison of progress made with the plans for each task and subtask.
- o A summary of planned activities to be conducted during the next month on each task or subtask that is active or to be initiated.
- o A summary of staff hours and funds expended during the month, expended to date, and remaining for each task and the total project.
- o A description of major difficulties that have been encountered which may delay task completion or product delivery, and statements of the steps to be taken to solve the problem.

If there are no problems, all monthly progress reports shall include written statements, as follows, certifying to the absence of progress problems:

"The Contractor hereby certifies that it recognizes no problems which affected progress during the current reporting period."

"The Contractor hereby certifies that it anticipates no problems will occur during the next reporting period."

The progress report shall be submitted in accordance with the format and criteria provided in the Contract Deliverable No. PM01 (Monthly Status Report) included in this solicitation as Attachment J4.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- (a) Lawrence DeSpain, is hereby designated as the Contracting Officer's Technical Representative and Sanford Zarkin as alternate COTR. The COTR may be changed at anytime by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR and the Alternate COTR are located at the 2121 Crystal Drive, Suite 1002 Arlington, VA 22202 . Their telephone numbers are Area Code 703-305-8782 and 703-305-8920 respectively.
- (b) The responsibilities and limitations of the COTR are as follows:
- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.
 - (3) The Alternate COTR can only act in the absence of the COTR, with the written authorization of the COTR.

G.2 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

No Government-Furnished property is anticipated at this time.

Item No.	Description	Quantity	Delivery Date
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G.3 GOVERNMENT-FURNISHED DATA

- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
- (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain with the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.

G.4 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make any changes, or approve any changes in any of the requirements of this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.5 INVOICES

Invoices shall be submitted in an original and three (3) copies to the U.S. Patent and Trademark Office, Contracting Officer (or designee in his/her absence). Invoices shall be submitted on a monthly basis or as mutually agreed upon, for costs incurred, as follows:

Original and 3 copies to:

U.S. Patent and Trademark Office
APS Contract Management Office

G.5 (Continued)

Contracting Officer
Box 14
Washington, DC 20231

If hand delivered, the address is:

2231 Crystal Drive (Crystal Park 3)
Suite 702, Rm 784
Arlington, VA 22202

To constitute a properly submitted invoice, the Contractor shall submit the following documents, when applicable, with submission of the Contractor's invoice.

1. Name of the business concern, address, and invoice date.
2. Contract number
3. Period covered by the invoice.
4. Name, title, and phone number of responsible official preparing the invoice.
5. Name and signature of certifying official, title, and phone number.
6. Description, price, and quantity of property and services actually delivered or rendered.
 - a. Total Current Period: all cost elements should be listed and broken down separately for the period covered by the invoice. The costs should be segregated by site, if more than one site.
 - b. Costs being billed in the invoice should be segregated by Task Order Number
 - c. Total Contract Costs to Date: all cost elements should be listed and broken down separately (total contract through current invoice).
 - d. Hours Expended should be included as an item under all three categories above.
 - e. Hours Expended should contain an itemization of all categories of cost by staff classification.
 - f. Direct Labor rates and Indirect rates billed for the period of the invoice should be listed.

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G.5 (Continued)

At the Contracting Officer's discretion, vouchers which contain Cost Accounting Standard violations shall be returned to the Contractor for correction or address of the issued.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 3/4 by 14 1/4 inches, will not be deemed to be printing.

H.2 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-PLUS-FIXED-FEE CONTRACT

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

Exercise of an option will result in the following contract modifications:

- (a) The "Period of Performance" clause (CAR 1352.212-73) is modified for each respective option period as follows:

Period	Start Date	End Date
Option I	March 1, 1995	February 29, 1995
Option II	March 1, 1996	February 28, 1997
Option III	March 1, 1997	February 29, 1998
Option IV	March 1, 1998	February 28, 1999

- (b) Paragraph (a) of the "Level of Effort" clause (1352.212-70) is modified to reflect new and separate level of effort(s) for each respective option period as follows:

Period	Level of Effort (Direct Labor Hours)
Option I	66,000 hours

H.2 (Continued)

Option II 66,000 hours
 Option III 66,000 hours
 Option IV 66,000 hours

- (c) The "Estimated and Allowable Cost" clause (1352.242-70) is modified to reflect increased estimated costs and fixed fees for each respective option period as follows:

Period	Estimated Cost	Fixed Fee	Total
Option I	\$2,902,597	\$101,415	\$3,004,012
Option II	\$2,813,593	\$102,696	\$2,916,289
Option III	\$2,906,727	\$105,865	\$3,012,592
Option IV	\$2,989,564	\$108,997	\$3,098,561

- (d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts are increased as follows:

Period	*****	Other Direct Cost Items *****	*****
Option I	*****	*****	*****
Option II	*****	*****	*****
Option III	*****	*****	*****
Option IV	*****	*****	*****

H.3 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel:

Program Manager - Dennis Evans
 Senior Computer Systems Specialist-Bob Cohen
 Senior Quality Assurance Specialist-Robert M. Winkler
 Senior Configuration Management Specialist-Dick Warren
 Senior Test and Integration Specialist-William Byrne
 Senior Information Systems Security Specialist-Dave Rowe
 Principal Budget Analyst-Catherine Stewart

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day

H.3 (Continued)

period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.4 CONSULTANT SERVICES AND CONSENT

The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

Consent is given to use the following consultants:

Consultant	Rate	No. s
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Consent is not given to use consultants.

H.5 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.6 NOTIFICATION OF CHANGES (FAR 52.243-7) (APRIL 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

H.6 (Continued)

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified a such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 days calendar dates from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change:

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct:

(3) The identification of any documents and the substance of any oral communications involved in such conduct.

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon it arose:

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including---

(I) What contract line items have been or may be affected by the alleged change:

(II) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(III) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change:

(IV) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued Performance. Following submission of the notice required by (b) above, the Contract shall diligently continue performance of this contract to the maximum extent possible in

H.6 (Continued)

accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regard the direction or communication as a change as described in (b) above notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SA shall be reduced to writing promptly and copies furnished to the Contract and the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SA.

(d) Government Response. The Contracting Officer shall promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3), above, advise the Contractor what additional information is required, and establish the date by which should be furnished and the date thereafter by which the Government will respond.

(e) Equitable Adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-- (I) In the contract price or delivery schedule or both and;

(II) In such other provisions of the contract as maybe affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is

H.6 (Continued)

included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively in (b) and (c) above.

Note: The phrases "contract price" and "cost" whenever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

H.7 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicate of any costs charged against any other Government contract, subcontract or other Government Source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor whose responsibility it will be to account for it accordingly, except as otherwise agreed to by the Government.

H.8 GOVERNMENT DATA SUPPLIED TO THE CONTRACTOR

During the course of this contract, the Contractor shall have access to Government data relevant to this project, as required. Any information, not previously published, received from the Government in connection with this contract, or furnished to the Contractor from other sources in response to the Government's requirements under this contract, will be restricted to this project, and may not be disclosed or used for any other purpose, without the prior written approval of the Contracting Officer.

These restrictions do not apply to information which:

- (a) Has entered the public domain;
- (b) Has been released to any third party, without restrictions, or
- (c) Is obtained by the Contractor independent of the Government.

H.9 CONFIDENTIALITY OF INFORMATION

Any designs, equipments, and/or concepts, which evolve from performance hereunder shall be considered as "Confidential".

The Contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the Government's Contracting Officer's Technical Representative (COTR) before publication or dissemination, for accuracy of factual data and interpretation.

H.10 SECRECY AND USAGE OF PATENT INFORMATION

(1) Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. In addition, pursuant to secrecy order provisions of 35 U.S.C. 181-188 work under this contract may affect the national security. Information contained in any patent application file(s) are restricted to properly cleared and authorized Contractor personnel having a need to know.

(2) The Contractor acquires no right or privilege to use or disclose any information contained in any patent file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except for performing the work procured under this contract.

(3) Patent documents or copies of information contained therein, patent applications and abandoned files, when furnished to the Contractor by PTO, shall be handled in accordance with the provisions of:

- 1) 35 U.S.C. 122
- 2) 18 U.S.C. 207(1)
- 3) 37 CFR 1.14
- 4) 35 U.S.C. 181-188

All personnel employed in data preparation work on this contract, or otherwise having access to patent files or data or information concerning the same shall take the following oath, or affirmation, signed in writing:

"I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under contract or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of

H.10 (Continued)

evasion."

(4) Each employee's signed oath, or affirmation, shall be retained in the Contractor's files, subject to inspection by authorized Government representatives.

(5) Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

(6) The Contractor shall submit, for approval by the COTR, a plan for maintaining the confidentiality of patent documents and all information contained therein. The plan must adequately protect both documents and film during all phases of staging, filming, handling, processing, storage and quality control.

(7) Duplication of confidential material by the Contractor is forbidden except as specified in this contract.

(8) The Contractor shall transport all documents, film and other materials used in the performance of this contract between the Contractor's work site and the PTO. This includes pickup of work to be done from PTO offices and delivery of completed work to designated PTO offices.

(9) The Contractor shall be responsible for returning all Government Furnished Patent Document items to the Government upon termination of the contract in accordance with the Government Property clauses of this contract.

H.11 ORGANIZATIONAL CONFLICT OF INTEREST

(a) Purpose: The primary purpose of this clause is to aid in ensuring that: (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract, (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources, and (3) by virtue of its access to proprietary information belonging to others, the Contractor does not obtain any unfair competitive advantage.

(b) Scope: The restrictions described herein shall apply to performance or participation by the Contractor, (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, venturer, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their

H.11 (Continued)

licensees. Information furnished voluntarily by the owner without limitations on its use, or is available without restrictions from other sources, is not considered proprietary.

(1) Limitation on Future Contract Awards

It is agreed by the parties to this contract that the Contractor will be restricted in its future dealings with the Patent and Trademark Office (PTO) of the Department of Commerce to the manner described below.

(i) The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals henceforth (solicited or unsolicited) which stem from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing or has a financial interest in these products or services.

(ii) If the Contractor under this contract participates in defining requirements or prepares a complete or essentially complete Statement of Work or specifications to be used in competitive procurements, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort that is based on such Statement of Work or specifications. Such restrictions shall remain in effect for three years following the date of the initial solicitation or five (5) years after the completion of this contract, whichever is latest. The Contractor shall not incorporate its products or services, or products or services which it has a financial interest in, in such Statement of Work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a Statement of Work or specification.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard commercial items to the Government.

(2) Access to and Use of Government Furnished Information

(i) If the Contractor, in the performance of this contract, obtains access to information, such as USPTO plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless

H.11 (Continued)

the information has been released or otherwise made available to the public; (b) compete for work with the USPTO based on such information for a period of five (5) years after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is latest; (c) submit an unsolicited proposal to the Government that is based on such information until five (5) years after the completion of this contract or one year after such information is released or otherwise made available to the public, whichever is latest; and (d) release such information unless such information has previously been released or otherwise made available to the public by the USPTO.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub.L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(3) Access To and Protection of Proprietary Information

The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.

In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement in accordance with H.13 which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. Furthermore, the Contractor will instill in its employees the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

To the extent that the work under this contract requires access to proprietary, business, or financial data of others, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such individuals or organizations.

The contractor agrees that the employees of the contractor who are assigned to this contract and are required to handle or

H.11 (Continued)

access sensitive data will submit to a suitability investigation as required by the Government for the handling of and access to sensitive data. This suitability investigation will be conducted by the Government at Government cost.

(c) Subcontracts: The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier. The terms "contract", "Contractor", and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

(d) Representations and Disclosures

(1) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(2) The Contractor agrees that if an actual, apparent, or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual, apparent, or potential conflict.

(3) Prior to commencement of any Task, the Contractor agrees to notify the Contracting Officer that no conflict of interest exists or to identify to the Contracting Officer any actual, apparent, or potential conflict of interest the Contractor may have.

(e) Remedies and Waiver

(1) Remedies: The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual, apparent, or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(2) Waiver: Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

H.11 (Continued)

(f) **Modifications:** Prior to a contract modification, when the Statement of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

(g) **Government Indemnity:** The Contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party information data or software by the Contractor, its employees, subcontractors or agents.

H.12 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest", the following provisions with regard to individual personnel performing under this contract shall apply for the duration of the contract.

(b) The Contractor agrees to immediately notify the Contracting Officer and the Contracting Officer's Technical Representative (COTR) of any actual, apparent, or potential personal conflict of interest with regard to any individual working on a work assignment/technical direction document/delivery order or having access to information regarding this contract. A personal conflict of interest is defined as a relationship of an individual with an entity (either through a current financial relationship, prior or current work relationship, etc.) that may impair the individual's objectivity in performing the contract work.

(c) In the event that the conflict of interest does not become known until after performance of the work assignment/technical direction document/delivery order has begun, the Contractor shall immediately notify the Contracting Officer of the conflict.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.13 PROJECT EMPLOYEE CONFIDENTIALLY AGREEMENT

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or generated during contract performance, of a sensitive nature which should not be released to the public without USPTO approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all personnel working on requirements

H.13 (Continued)

under this contract including those of subcontractors and consultants.

(b) Such agreements shall contain provisions which stipulate that each individual agrees not to disclose, either in whole or in part, to any entity external to USPTO or the Contractor, any information or technical data provided by the Government or generated by the Contractor, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the USPTO Contracting Officer. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The USPTO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the USPTO Contracting Officer, the Government may terminate the contract, for default or convenience, debar the Contractor from Government contracting, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d) unless otherwise authorized by the Contracting Officer.

H.14 CHANGE ORDER ACCOUNTING

The Contracting Officer requires change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer of the matter is conclusively disposed or in accordance with the Disputes Clause.

H.15 INDIRECT RATE CEILING

(a) Notwithstanding any other provision(s) of this contract, the Government shall not reimburse the Contractor for indirect expense dollars in excess of the amount derived by the application of the following individual indirect ceiling rates, specified for each respective contract/term period, to the appropriate base outlined below. All indirect costs in excess of said amount(s) shall be borne by the Contractor. The indirect rate ceilings stated below are applied to the rates contained in the Best and Final Offer.

H.15 (Continued)

Indirect Cost	Base Period	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
Prime Plant Site Overhead	+2.00%	+2.00%	+2.00%	+2.00%	+2.00%
Service Center Overhead	+2.00%	+2.00%	+2.00%	+2.00%	+2.00%
G&A	+2.00%	+2.00%	+2.00%	+2.00%	+2.00%
Subcontractor Overhead	+2.00%	+2.00%	+2.00%	+2.00%	+2.00%
G&A	+2.00%	+2.00%	+2.00%	+2.00%	+2.00%

(b) The indirect cost limitation(s) set forth above include all known cost increases and adjustments that will occur during the term of this contract resulting from such items as statute, court decisions and/or written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority, collective bargaining agreement and wage determination and/or regulations issued by the Department of Labor pursuant to the provisions of the Service Contract Act of 1965, as amended. However, in the event that during the term of this contract any statute, court decision and/or ruling or regulation affects the Contractor's indirect costs, the forementioned indirect cost limitations will be adjusted to the extent that the Contracting Officer determines the increase or decrease (if any) said statute, court decision and/or ruling or regulation has on the Contractor's indirect cost.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1991
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-31	WAIVER OF FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.216-8	FIXED FEE	APR 1984
52.217-1	LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS	APR 1984
52.217-2	CANCELLATION OF ITEMS Alternate I (APR 1984)	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1989
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.220-4	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM	APR 1984
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987
52.227-21	TECHNICAL DATA CERTIFICATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS	JUN 1987
52.227-22	MAJOR SYSTEM - MINIMUM RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES Alternate I (DEC 1991)	MAR 1994
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	JUN 1985
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	JUL 1985
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 1986
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY--MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] _____, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any

I.2 (Continued)

information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] _____ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

I.2 (Continued)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JAN 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract;
- (b) The making of any Federal grant;
- (c) The making of any Federal loan;
- (d) The entering into of any cooperative agreement; and,
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this

I.3 (Continued)

clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

I.3 (Continued)

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract,

I.3 (Continued)

grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

I.3 (Continued)

- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
- (ii) Professional and technical services.
 - (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
 - (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
 - (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and

I.3 (Continued)

analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
 - (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
 - (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- (iii) Selling activities by independent sales

I.3 (Continued)

representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

- (A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to

I.3 (Continued)

influence a covered Federal action.

- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.
 - (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.4 52.203-13 PROCUREMENT INTEGRITY--SERVICE CONTRACTING
(SEP 1990)

- (a) Definitions. The definitions in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor shall establish a procurement ethics training program for its employees serving as procurement officials. The program shall, as a minimum--

I.4 (Continued)

- (1) Provide for the distribution of written explanations of the provisions of section 27 of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR to such employees; and
- (2) Require each such employee, as a condition of serving as a procurement official, to certify to the Contracting Officer that he or she is familiar with the provisions of the Act, as implemented in the FAR, and will not engage in any conduct prohibited by subsection 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, and will report immediately to the Contracting Officer any information concerning a violation or possible violation of the prohibitions.
- (c) Pursuant to FAR 3.104-9(d), a Contractor employee who is serving as a procurement official may be requested to execute additional certifications.
- (d) If a Contractor employee serving as a procurement official ceases performance of these duties during the conduct of such procurement expected to result in a contract or contract modification in excess of \$100,000, such employee shall certify to the Contracting Officer that he or she understands the continuing obligation, during the conduct of the agency procurement, not to disclose proprietary or source selection information related to such agency procurement.

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years, 6 months.

I.6 52.220-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (APR 1984)

- (a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie

I.6 (Continued)

offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

- (b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

I.7 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed \$0.00.

I.8 TECHNICAL DATA CERTIFICATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS

The clause FAR 52.227-21, Technical Data Certification, Revision, and Withholding of Payment - Major Systems, applies to the following technical data:

None furnished at this time

I.9 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 5 calendar days after receipt of notice, respond to the notice in writing.

I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of

I.10 (Continued)

"(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Commerce clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.11

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT**

1. J4 Format/Content Requirements & Instructions for Contract Deliverables
2. Suitability/Risk Assessment Processing Requirements

The Representations, Certifications, and Other Statements of Offerors completed by the contractor as part of the response to solicitation number 52-PAPT-3-00035 are incorporated into this contract by reference.

This includes: (a) Contractor's Best and Final Technical Offer
(b) Contractor's Best and Final Cost Proposal.

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM01

SOW REFERENCE: C.5

TITLE/DESCRIPTION: MONTHLY STATUS REPORT

NO. OF COPIES: 4

FREQUENCY OF SUBMISSION: Monthly

FIRST SUBMISSION DUE: First (1st) day of the month following contract award and thereafter on a monthly basis.

SUBSEQUENT SUBMISSIONS DUE: Ten Calendar Days After The Close Of The Calendar Month

GOVERNMENT ACCEPTANCE REQUIRED: Yes

GOVERNMENT RESPONSE DUE: 10 Working Days After Receipt

REMARKS:

This report is prepared by the contractor to provide a comprehensive review and analysis of cost, schedule and technical performance of each task order. Status report data will be used by PTO program management to evaluate task order performance and provide valid, timely and auditable task order status information management.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

Application/Interrelationship:

Data reported in the Monthly Status Report will pertain to all authorized task orders. The level of detail to be reported normally will be limited to individual task orders. If a problem area is indicated at the task order level, more detailed data will be provided at the task level until the problem is resolved. Specific variance thresholds, if exceeded, shall require detailed analysis and explanation and will be subject to negotiation between PTO and the contractor. Results of the negotiations will be formally specified in each task order issued to the contractor. If no task order specific variance is specified, cost variance analysis and explanation will be provided if the current month actual cost variance is more than (+/-) 10% of the negotiated cost.

ATTACHMENT J4

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: PM01

Variance analysis shall include:

- Nature of the variance (dollar/percentage over or under cost baseline; days ahead of or behind schedule)
- Reason(s) for the variance
- Impact on the immediate task order
- Corrective action taken

Preparation Instructions:

The Monthly Status Report shall be submitted in accordance with the following format:

Section 1 -- Executive Summary

The contractor shall provide a brief narrative of the accomplishments, problems and issues regarding all formally authorized task orders. This section should reflect the contractor's assessment of overall task order status (cost, schedule and deliverables) in relation to planned performance. Monthly and cumulative negotiated cost vs. actual cost and cost variance shall be provided at the total task order level.

Section 2 -- Task Order Status

A description of overall progress for each task, subtask, or other logical segment of work on which effort was expended during the reporting period. Description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

Task Order status (See Exhibit 1) will be reported in terms of the objectives established in the Task Order. Specific topics to be reported are:

- (a) Significant Activities
- (b) Deliverables Completed During the Reporting Period
- (c) Items Requiring USPTO Management Attention
(Any action items or issues which require Government action and the impact/urgency of addressing these items).

ATTACHMENT J4

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)
DELIVERABLE NUMBER: PM01

- (d) Problem Areas
(Problems/issues that may impact completion of the task order or tasks associated with the task order)
- (e) Proposed Corrective Action for Problem Areas
- (f) Cost Variance Analysis
- (g) Schedule Variance Analysis
- (h) Deliverables Completed
- (i) Planned Activities for Next Reporting Period

Section 3 -- Cost Management

- A. A cost summary shall be prepared to report contract expenditures to include the following elements:
 - 1. Contract Award Amount
 - 2. Funds Currently Obligated for contract as of the end of the reporting period
 - 3. Previous Total Expenditures
 - 4. Expenditures for the Current Reporting Period
 - 5. Cumulative Expenditures
 - 6. Labor Hours for the Current Reporting Period
 - 7. Cumulative Labor Hours

- B. Financial information shall be submitted for each task order in a spreadsheet format. Data shall include the following:
 - 1. Current and cumulative negotiated and actual direct labor hours by labor category
 - 2. Current and cumulative variances between negotiated and actual labor hours by labor category
 - 3. Current and cumulative negotiated and actual direct costs (labor, material, other direct cost, services)
 - 4. Current and cumulative variances between negotiated and actual direct costs
 - 5. Task order hours and costs remaining
 - 6. Task order hours and costs at completion

ATTACHMENT J4

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: PM01

Section 4 -- Work Force Management

- A. The work force management summary shall include the following information:
- (i) Total Contract award labor hours
 - (ii) Labor hours for the current reporting period
 - (iii) Labor hours cumulative
- B. The work force summary shall include a report which provides the following information:
- (i) Planned labor hours and actual labor hours for the current reporting period by labor category.
 - (ii) Cumulative planned labor hours and cumulative actual labor hours by labor category.
 - (iii) Contract authorized labor hours by category.
- C. The work force summary shall be accompanied by a graph which depicts the following relationships:
- Planned labor hours by month versus actual labor hours by month. The Y axis shall depict the total contract award labor hours and the X axis shall depict the period of performance on a month by month basis.

ATTACHMENT J4

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: PM01

EXHIBIT I

TASK ORDER STATUS
NARRATIVE

Task Order XXX

- Significant Activities
- Deliverables Complete During the Reporting Period
- Items Requiring USPTO Management Attention
- Problem Areas
- Proposed Corrective Action for Problem Areas
- Cost Variance Analysis
- Schedule Variance Analysis
- Planned Activities for the Next Reporting Period

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM02

SOW REFERENCE: C.5

TITLE/DESCRIPTION: Letter of Completion (LOC)

NO. OF COPIES: 5

FREQUENCY OF SUBMISSION: See remarks

FIRST SUBMISSION DUE: After completion of appropriate tasks or deliverables

SUBSEQUENT SUBMISSIONS DUE: N/A

GOVERNMENT ACCEPTANCE REQUIRED: N/A

GOVERNMENT RESPONSE DUE: N/A

REMARKS:

This is an official letter from the Contractor to USPTO which advises of the completion of tasks and deliverables.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

At a minimum the Letter of Completion should include the following information regarding specific tasks/deliverables:

- I. Task Order Number
- II. Specifically state the task that has been completed or the deliverable that has been submitted, with the appropriate date.

If only partial completion of any of the deliverables has occurred and the expected 30 day warning was not sent to USPTO, state in the letter which items were not completed and their new completion date.

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM03

SOW REFERENCE: C.5

TITLE/DESCRIPTION: SPECIAL STUDY AND ANALYSIS REPORT (WHITE PAPER)

NO. OF COPIES: 5

FREQUENCY OF SUBMISSION: See remarks

FIRST SUBMISSION DUE: As Specified In Each Task Order

SUBSEQUENT SUBMISSIONS DUE: As Tasked

GOVERNMENT ACCEPTANCE REQUIRED: Yes

GOVERNMENT RESPONSE DUE: AS Tasked

REMARKS:

The Special Study and Analysis Report (White Paper) is used to convey the results of a spectrum of tasks.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

1. Content and Format Instructions. The Special Study and Analysis Report shall be in accordance with the following content and general format instructions. Within this general format the contractor shall develop and tailor the contents to be in accordance with the specific task.
 - Title -- Special (Study, Analysis or White Paper) of 3-5 word abbreviated study/analysis descriptive title.
 - Section 1 -- Introduction -- This section shall briefly describe the purpose and nature of the study, analysis or white paper. It also shall discuss in detail the appropriate background information leading to the study. A summary of previous study or analysis results with an impact on this effort should be included.
 - Section 2 -- Applicable Documents -- This section shall list the specifications, standards and other documents necessary for development of the report. In addition, the document title, number, date of issue, etc., shall be provided for each document.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: PM03

- Section 3 -- Study/Analysis Criteria -- This section should state the specific study and analysis criteria and assumptions used to conduct the effort.
- Section 4 -- Study/Analysis Results -- This section shall list the results of the study/analysis based on the information collected during the study/analysis. Each course of action or tradeoff examined should be described with the pros and cons reviewed. Amplifying information collected or examined should be included or referred to as required. Opinions of the study or analysis conductor as to the cause or validity of results should be included. Detailed records, displays, diagrams, etc. of results should be included as required.
- Section 5 -- Evaluation -- This section shall state the criteria for evaluation of the study or analysis conducted. It shall identify any functional deficiencies, limitations, or constraints detected during the study or analysis process.
- Section 6 -- Study/Analysis Evaluation -- This section shall include an overall analysis of the problem or issue studied. If applicable, this section shall include an assessment of the manner in which the study/analysis environment is different from the operational environment and its effect on the operational or functional capabilities studies. A general statement shall be made on the results of the study/analysis as to capability to meet system requirements or specifications. A statement should be provided for each operational or functional deficiency detected and the impact on system performance if the deficiency is retained or if the deficiency is corrected.
- Section 7 -- Recommendations -- This section shall contain an itemized list of actions, changes, improvements, or enhancements which were determined by the study or analysis to be desirable. Accompanying each item shall be a discussion of the additional capability provided and the impact on the system design. If no actions, changes, improvements or enhancements are recommended, a clear statement of this conclusion should be made.
- Appendix A -- Glossary -- This glossary should be provided to list all of the study or analysis terms, abbreviations, and definitions used in the report.

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM04 SOW REFERENCE: C.5

TITLE/DESCRIPTION: PROBLEM NOTIFICATION LETTER

FREQUENCY OF SUBMISSION: As Required

NO. OF COPIES: 2

FIRST SUBMISSION DUE: 24 hours after problem identification

SUBSEQUENT SUBMISSIONS DUE: N/A

GOVERNMENT ACCEPTANCE REQUIRED: No

GOVERNMENT RESPONSE DUE: No

REMARKS:

Verbal notification shall be made during normal work hours or at the beginning of the next Government work day. Verbal notification shall be followed by a written Problem Notification Letter.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

Problem Notification Letter shall include, as a minimum:

- the nature of the problem
- how or why the problem occurred
- the steps being taken to correct the problem
- the consequences of the problem
- actions to prevent similar occurrences

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM05

SOW REFERENCE: C.5

TITLE/DESCRIPTION: MINUTES OF MONTHLY TASK ORDER STATUS REVIEW

FREQUENCY OF SUBMISSION: As Required

NO. OF COPIES: 2

FIRST SUBMISSION DUE: 3 working days after task order status review

SUBSEQUENT SUBMISSIONS DUE: N/A

GOVERNMENT ACCEPTANCE REQUIRED: No

GOVERNMENT RESPONSE DUE: No

REMARKS:

The PTO holds a monthly task order status review for the PTO task order managers of the prime integration contract. A record of these meetings is required in the form of minutes.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

The Task Order Status Review Minutes shall include, as a minimum:

- the date and time of the review
- the attendees
- the subject of the review
- synopsis of any discussions
- decisions made
- actions items assigned

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM06 SOW REFERENCE: C.5

TITLE/DESCRIPTION: MINUTES OF MEETINGS

FREQUENCY OF SUBMISSION: As Required

NO. OF COPIES: 2

FIRST SUBMISSION DUE: 3 working days after meeting

SUBSEQUENT SUBMISSIONS DUE: N/A

GOVERNMENT ACCEPTANCE REQUIRED: No

GOVERNMENT RESPONSE DUE: No

REMARKS:

The PTO holds many meetings for which a record in the form of meeting minutes is required.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

The Meeting Minutes shall include, as a minimum:

- the date and time of the meeting
- the attendees
- the subject of the meeting
- synopsis of any discussions
- decisions made
- actions items assigned

SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

This contract requires that the contractor's employees who will work on the premises of the Patent and Trademark Office shall be required to undergo specific suitability assessment processing.

1. Suitability or Risk Level

The suitability or risk level for this contract has been determined to be **Moderate**.

2. Contractor Performance Requirements

(a) The contractor shall pre-screen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be a U.S. Citizen, or if a non-U.S. Citizen, have official legal status in the United States and have continuously resided in the United States for the last FIVE years.

(b) Immediately upon award, the contractor shall submit or have their employee submit the forms and number of copies delineated by the Office of Security in the Personnel Security Manual to the Contracting Officer's Technical Representative (COTR) for processing. Among those forms are (1) Questionnaire for Non-Sensitive Positions, (2) Fingerprint Chart, and (3) releases. Directions as to which form(s) are applicable will be provided by the servicing security officer.

(c) The contractor, when notified that the Government rejected the suitability assessment forms shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this contract.

(d) The contractor shall immediately remove any employee from any work requiring access to the Patent and Trademark Office or facilities if directed in writing by the Contracting Officer.

(e) Failure to comply with the suitability processing requirements may result in termination of the contract for default.

3. Government Responsibilities

(a) The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contract employee or expand the investigation to resolve issues.

ATTACHMENT

(b) The Government will inspect and either accept or reject the contractor's suitability assessment forms as delineated in the Personnel Security Manual.

(c) The Government will notify the contractor in writing when any of the following occur: A contract employee is acceptable based on the suitability checks and assessment conducted; a contract employee is unacceptable based on the suitability checks and assessment processing; or a contract employee or prospective contract employee is barred from working on Government facilities because of any of the following:

(i) Conviction of a felony, a significant history of violent behavior or moral turpitude.

(ii) Falsification of information entered on suitability screening forms or of other documents submitted to the Patent and Trademark Office.

(iii) Improper conduct once performing on the contract, including criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(iv) Any behavior judged to pose a threat to personnel, property or programs of the Patent and Trademark Office.

(d) In as much as this contract does not involve access to national security classified information the Government will not use the resultant suitability or risk assessment processing as a basis to issue a security clearance to any employee associated with this contract.