

2. CONTRACT (Proc. Inst. Ident.) NO. 50-P.BPT-7-00003		3. EFFECTIVE DATE 6-2-97		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. CN193C9700004	
5. ISSUED BY		6. ADMINISTERED BY (If other than Item 5)		CODE	

U.S. Patent & Trademark Office (PTO)
2011 Crystal Dr., CPK1, 804
Washington, DC 20231
Attn: Mr. James H. Murphy

See block 5

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Lockheed Martin Services INC.
2339 Route 70 West
Cherry Hill, N.J. 08358-0001

8. DELIVERY

☐ FOB ORIGIN ☒ OTHER (See or

9. DISCOUNT FOR PROMPT PAYMENT

Net 30

10. SUBMIT INVOICES
(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN IN:

ITEM
See b1.

CODE FACILITY CODE

11. SHIP TO/MARK FOR

U.S. Patent & Trademark Office
2121 Crystal Dr., CPK2-10th Floor
Arlington, VA 22202

12. PAYMENT WILL BE MADE BY

Patent & Trademark Office
Box 17, Office of Finance CPK1-802B
Washington, DC 20231 (See Section 3)

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)(1) ☒ 41 U.S.C. 253(c)(1) 10

14. ACCOUNTING AND APPROPRIATION DATA

97-13005-199101-2527

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	System Development and Maintenance (SDM)				

15G. TOTAL AMOUNT OF CONTRACT \$4,500.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identifies above and on any continuation sheets for the consideration states 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.) offer on Solicitation Number _____ 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 on any continuation sheets. This award consummates the contract with the following documents: (a) the Government's solicitation and offer, and (b) this award/contract, and further contractual documents as may be required.

19A. NAME AND TITLE OF SIGNER (Type or print)

Howard L. Ruddell
Director of Operations

20A. NAME OF CONTRACTING OFFICER

James H. Murphy

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

2/12/97

20B. UNITED STATES OF AMERICA

BY 
(Signature of Contracting Officer)

20C. DATE SIGNED

12 Feb 97

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS

The Government will allocate the work in accordance with the following:

CLIN 0001 - ALL PERSONNEL - 300,000 HOURS PER YEAR

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year	\$11,839,491	\$65,550	\$480,105	\$12,385,146
Option Year 1				
Option Year 2				
Option Year 3				
Option Year 4				
Option Year 5				
Option Year 6				
Option Year 7				
Total				

000006

OPTIONAL QUANTITIES

If the Government elects to award up to two (2) contracts as a result of this competition, then PTO anticipates that up to 300,000 hours of effort shall be provided by each contractor for each year in the period of performance. The total work in any year on both contracts will not exceed 600,000 hours; however, the Government realizes that actual distribution of work among the two contractors will fluctuate and has included the following options to accomodate these fluctuations. Issuance of individual tasks is predicated on the overall evaluation of the contractor's performance during the Award Fee Evaluation. The Government may not issue and fund tasks if the Fee Determination Official determines that it is not in the Government's best interest after review of the Contractor's performance during the Award Fee Process.

The 50,000 hours in each CLIN0002 option is based on the labor mix as used for CLIN0001, excluding key personnel, then equally divided by 6 (and rounded).

CLIN 0002.A - 50,000 HOURS

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year	\$1,606,554	\$5,812	\$92,282	\$1,704,648
Option Year 1				
Option Year 2				
Option Year 3				
Option Year 4				
Option Year 5				\$
Option Year 6				\$
Option Year 7				\$
Total				\$

000007

CLIN 0002.B - 50,000 HOURS

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year	\$1,606,554	\$5,812	\$92,282	\$1,704,648
Option Year 1				
Option Year 2				
Option Year 3				
Option Year 4				
Option Year 5				
Option Year 6				
Option Year 7				
Total				

000008

CLIN 0002.C - 50,000 HOURS

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year	\$1,606,554	\$5,812	\$92,282	\$1,704,648
Option Year 1				
Option Year 2				
Option Year 3				
Option Year 4				
Option Year 5				
Option Year 6				
Option Year 7				
Total				

000009

CLIN 0002.D - 50,000 HOURS

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year	\$1,606,554	\$5,812	\$92,282	\$1,704,648
Option Year 1				
Option Year 2				
Option Year 3				
Option Year 4				
Option Year 5				
Option Year 6				
Option Year 7				
Total				

000010

CLIN 0002.E - 50,000 HOURS

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year	\$1,606,554	\$5,812	\$92,282	\$1,704,648
Option Year 1				
Option Year 2				
Option Year 3				
Option Year 4				
Option Year 5				
Option Year 6				
Option Year 7				
Total				

000011

CLIN 0002.F - 50,000 HOURS

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year	\$1,606,554	\$5,812	\$92,282	\$1,704,648
Option Year 1				
Option Year 2				
Option Year 3				
Option Year 4				
Option Year 5				
Option Year 6				
Option Year 7				
Total				

000012

CLIN 0003 - Incidental Hardware

The Government estimates that there will be \$4,300,000 dollars expended in hardware purchases, leases, or maintenance over the life of the contract. No further requirement definition is available at this time and the specific hardware will be defined by individual Task Order.

The Government will use this estimate to normalize all Contractor proposals. No fee will be paid on these costs.

CLIN 0004 - Commercial Off-the Shelf Software (COTS)

The Government estimates that there will be \$56,000,000 dollars expended in software purchases, over the life of the contract. This includes COTS products for system development and software applications products. No further requirement definition is available at this time and the specific software will be defined by individual Task Order.

The Government will use this estimate to normalize all Contractor proposals. No fee will be paid on these costs.

B.2 TASK ORDER STRUCTURE

Work to be performed under the terms of this contract will be awarded to the contractor through task orders for each contract task. These task orders will be Cost Plus Award Fee (CPAF). Task orders issued under the SDM contract will be for either delivery of system development services and products (e.g., documentation, software, analysis), referred to as discrete task orders within the PTO Project Management Manual, or for level of effort services (e.g., product assurance, project management, application software maintenance functions).

B.2.1 Level of Effort - Cost Reimbursement Term Contract Tasks

- (a) The Contractor shall perform all work and provide all required task order deliverables within the level of effort specified below. The Government intends to order up to 600,000 direct labor hours per year during each of the contract base and option year periods, which represent the Government's best estimate of the level of effort required to fulfill these requirements. The Government anticipates two awards under this effort and these labor hours are the cumulative level of effort planned in each of the base and option year periods (total of all labor hours on all awards resulting from this solicitation) for both contractors combined.
- (b) For determining the level of effort hours, direct labor includes personnel such as computer systems engineers and analysts, trainers, computer scientists, communications experts, functional matter experts, documentation specialists, programmers, and the clerical and administrative staff that directly support them on this contract.

It is expected that support personnel which contribute to the overall operation of the Contractor's company (that are not SDM specific), such as company management, accountants, attorneys, and other company-wide staff, will be indirect charges.

- (c) If the level of effort which is planned to be ordered during a given base or option period (refer to Section C.4 of this solicitation) is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.
- (d) 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.2.2 Cost Reimbursement Contract Completion Tasks

Task orders issued under the SDM contract that are for delivery of system development services and products (e.g., documentation, software, analysis), referred to as discrete task orders within the PTO Project Management Manual, are completion tasks.

B.3 ALLOWABLE COSTS--INCREMENTALLY FUNDED CONTRACT

- (a) 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.
- (b) 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.

B.4 AWARD FEE

The amount of award fee the Contractor earns on cost-plus-award-fee tasks, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan (Attachment 3 of Section J.3). The Government will determine the amount of award fee every 6 months beginning with the sixth month after award. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

B.5 PAYMENT OF BASE FEE AND AWARD FEE

- (a) Base Fee

Since award fee task orders will be awarded on this contract, the terms award fee and base fee are appropriate to any such tasks, rather than fixed fee. The base fee shall be paid based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the following withholding provisions. After payment of eighty-five percent (85%) of the base fee in each contract year, the Government shall withhold further payment of base fee pending establishment of a reserve of fifteen percent (15%) of the total base fee or \$100,000, whichever is

less. This withholding shall be payable upon submission and acceptance of appropriate closing documents, after final audit of the contract has been completed, and after all audit exceptions have been resolved.

(b) Award Fee

The amount of award fee to be paid, if any, shall be paid promptly upon receipt of a voucher submitted in accordance with the following:

- (1) The award fee provided for in this article shall be in addition to any base fee provided for in section B.5.a. Beginning on the effective date of this contract, the Government shall evaluate the Contractor's performance at the end of every six (6) month period to determine the award fee earned by the Contractor.
- (2) The Contractor may earn a minimum award fee of zero dollars (\$0) to a maximum fee as stated in paragraph B.5(a)(1).
- (3) The Contractor agrees that the evaluation of the Contractor's performance and the determination of the amount of award fee earned will be made by the Patent and Trademark Office (PTO) Fee Determination Official, in accordance with the Contract Performance Evaluation Plan for the Award Fee referenced in section J.3.3 and said determination shall be final and not subject to the terms of the "disputes" clause and any other appeal clause. The Contractor shall be advised in writing of the determination and of the reasons why the award fee was earned, or why it was not earned, in order that the Contractor may improve its performance, if the latter is applicable.
- (4) The contractor will be notified in writing by the Contracting Officer when the award fee, if any, has been determined by the PTO Fee Determination Official. This letter shall set forth the amount of fee awarded for the performance period evaluated. Upon receipt of the letter, the contractor may submit a public voucher for payment of the total award fee earned for the period evaluated.

B.6 TASK ORDERS

- (a) RESERVED
- (b) The Contractor shall perform work under this contract as specified in written task orders issued by the Contracting Officer and as specified in the Task Management Plan (TM02) (refer to Section J).
- (c) It is recognized and mutually agreed that the Government shall be liable for costs and/or fee, as applicable, 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.
- (d) Every task order will be required to have a Task Management Plan as specified in CDRL TM02. 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.
- (e) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within five (5) calendar days after its receipt. The Contractor shall begin work on the Task Order in accordance with the effective date indicated on the Task Order.
- (f) This clause does not change the requirements of section B.2 "Task Order Structure," nor the notification requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds."
- (g) Task orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall notify the Contracting Officer within five (5) days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order issued under the contract, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

B.7 TASK ORDER IMPLEMENTATION

- (a) The Project Management Manual (refer to Section J of this solicitation) sections 4.2.1, 4.2.2, and 4.2.3 provides a detailed description of the processes the PTO intends to use in the development, negotiation, issuance, and modification of task orders. All discrete task orders must have a baselined project plan (refer to Section 3.1.4 of the Project Management Manual) before the task order will be negotiated and approved. Level-of-effort and maintenance-type task orders will not require a project plan but will require a detailed tasking description that describes each task to be performed, the work or deliverables to be produced, and deliverable due dates. Task Order modifications shall be documented using a Resource Estimate (CDRL FN07) (refer to Section J of this solicitation).
- (b) 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.
- (c) 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.

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SECTION C - STATEMENT OF WORK

C.1 GENERAL OVERVIEW

C.1.1 Purpose of This Solicitation

Skilled staff, tools, and other resources are needed to undertake all phases of United States Patent and Trademark Office's (PTO) Life Cycle Management for Automated Information Systems. The services needed include system design and analysis, programming, testing, customer training (to include technical personnel), implementation, transition to operations, system/software maintenance, project-specific system/software engineering, business process reengineering, information engineering, product assurance, project management, and other related services and products. Software products and incidental hardware are needed for system life cycle support of development, maintenance, and enhancement activities.

The PTO proposes to develop and maintain PTO automated information systems using a combination of in-house personnel, contract staff, Government Furnished Equipment, and other resources as appropriate. This Statement of Work is for System Development and Maintenance (SDM) contractors to provide skilled staff and the managerial and technical resources to develop, modify, maintain, reengineer, enhance, and/or provide specialized technical assistance for automated information systems that support all PTO business functions. The contracts also will be used to identify and acquire Commercial-Off-The-Shelf (COTS) software applications or products that support the system development life cycle.

C.1.2 PTO Mission and Organization

The mission of the Patent and Trademark Office (PTO) is to (1) promote and protect inventiveness and technological progress pursuant to patent laws enacted by Congress; (2) administer the federal laws relating to the registration of trademarks; and (3) help represent the United States in international efforts on patent and trademark policy, and fulfill obligations incurred under any applicable international treaty. The primary PTO functions are to examine patent and trademark applications and grant patents and registrations when applicants are entitled to them under the law; to publish and disseminate patent and trademark information, record assignments of patents and trademarks, maintain search files of U.S. and foreign patents and trademarks, and a patent and trademark search center for public use; to advise and assist the bureaus and offices of the Department of Commerce and other agencies of the Government in matters involving intellectual property; and to sell copies of patents, trademarks and official records to the public.

To meet these responsibilities effectively, the PTO must conduct a meaningful examination of all applications expeditiously; publish granted patents and registered trademarks promptly as examination is completed; organize and make available technical information so that it may be used by patent and trademark examiners and the public; provide support services to examiners; and provide service to the research and development community. Chapter 2 of the "PTO Strategic Information Technology Plan

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for Fiscal Years 1995-2000" (refer to Section J) provides a high-level description of the current organizational structure formed to accomplish the PTO mission.¹

C.1.3 Overview of Current PTO Processes and Systems

In support of the mission, the PTO is responsible for the accessibility, accuracy, and integrity of 36 million patent and patent related documents (referred to as the search files) and 1,597,362 marks (720,545 marks are current registrations and 179,910 marks are pending applications). The PTO now receives approximately 190,000 U.S. and Patent Cooperation Treaty (PCT) patent and 155,000 trademark applications annually, expects to receive approximately 250,000 patent applications annually by the end of this century, and expects patent files to grow by 2 million documents per year by the end of this century.

Patent and trademark applications arrive at the PTO and are received in the mailroom. Mailroom processing includes creating the physical "file wrapper" (which will contain the application, associated documents, and correspondence), checking that fees have been paid, and performing initial categorization of the application. Patent processes are primarily manual and paper-based, with automation support for input to the computer systems which track the location and status of applications. Automated information system support of trademark processing includes all text and images necessary to publish the trademark portion of the Official Gazette, and automation support which tracks the location and status of applications.

The application is then sent to a Patent Examiner or a Trademark Attorney for examination. Examination proceeds with the use of automated tools (Messenger and X-Search systems) which support searching the existing patent and trademark data for information relevant to the application. The application itself, in its file wrapper, is moved from office to office as examination proceeds. An examiner or attorney will interact with the applicant via telephone, mail, or other means; notes and formal correspondence are filed with the application. The position (physical location) and status of the application are tracked with the Patent Application Location Management (PALM) and Trademark Application Management (TRAM) computer systems. Upon successful prosecution, a patent is granted or a trademark is registered; the patent or trademark is published in the Official Gazette and a certificate is placed in the data files. At this point, it is available for dissemination to the public via print requests, on-line searches, CD-ROM, or other distribution methods.

All patent and trademark application processing is performed at the PTO's headquarters currently located in Arlington, Virginia. PTO's hardware and software environment supporting this processing is extremely diverse and encompasses a wide assortment of technologies, ranging from mainframes and mid-range computing platforms to workstations, microcomputers, terminals, and bar-code readers. Components are connected by both dedicated and general-purpose networks and provide a wide range of software services to the PTO and its customers. The hardware and software are organized around several major systems, which are briefly described in this section (the Strategic Information Technology

¹ NOTE: Chapter 2 of the newly released PTO Strategic Information Technology Plan for Fiscal Years 1996-2001" (refer to Section J) also provides a high-level description.

Plan in Section J contains further detailed information on these systems). The environment also includes numerous office automation applications running on Intel-based microcomputers.

- Patent examination and searching is based on the assignments of patents to classes and subclasses of technology or "art." The Classification Data System (CDS) supports the process of defining these classes and subclasses and of assigning individual patents to them.
- Monochrome images of patents are managed and retrieved by the Classified Search and Image Retrieval (CSIR) system, which can use the results of a text search (the Messenger system) to identify the images to be retrieved. Patent images are stored on cache devices, on Rapid Access Devices (RADs), and on High Density Devices (HDDs). Images are available at both 150 dpi and 300 dpi.

The 150 dpi images are stored on the RADs (LMSI and Optimum Optical Disk Drives) which are the primary source of images. The 300 dpi images are stored on the HDDs (Sony Optical Disk Jukebox) which act as backups for the RADs and as the primary source for printed images. The optical storage systems are supported by Sun UNIX-based workstations. Images are cached to provide more rapid retrieval of frequently or recently accessed images.

- PTONet links all the buildings on the PTO campus using a backplane linking multiple FDDI rings which, in turn, link Ethernet subnetworks. An IBM 3745 Front End Communications Processor which provides X.25 wide area network services via a public dialup service supporting 128 calls and an FTS 2000 service gives the Patent and Trademark Depository Libraries (PTDLs) direct connection to the Amdahl for text searching. Four X.25 gateway units provide direct dialout modem connection to Tymnet and commercial databases (e.g., Chemical Abstracts Service, Lexis/Nexis, DIALOG). PTONet and its subsidiary LANs also support standard office automation functions using COTS word processors, databases, spreadsheets, etc., on a variety of personal computer platforms.
- The Patent Application Location and Monitoring System (PALM) is located throughout the PTO campus. PALM is a transaction processing system that tracks the location, status, and history of patent applications, maintaining records for each application and examiner, and providing Patent Examiners and managers the information needed to efficiently manage the patent examination process. It operates on a Unisys A-16 mainframe with approximately 1520 terminals on line for access, query, search, update, and reporting. PALM includes the PALM software and database, telecommunications system, terminals, Unisys B-28 and B-38 microcomputers, printers and bar-code equipment. The PALM telecommunications network uses the Burroughs (Unisys) Poll-Select protocol stack and has wiring to connect the different floors and buildings to the mainframe.
- The Trademark Application Monitoring System (TRAM) is similar to PALM in that it tracks and stores data about the location and status of applications for trademarks.

- Trademark's X-Search 1.0 provides text and image search functions for Trademark Attorneys examining a trademark application. The search and retrieval functions are provided by a text search system (Orbit) running on the Amdahl; related images are retrieved from a Novell file server. A Windows client runs on microcomputers attached to PTOnet; the client provides search interface functions. PTO is currently in the process of replacing the text search product, Orbit.
- The Automated Biotechnology Sequencing System (ABSS) stores and provides searching functions for DNA and RNA sequences which are the subject of patent applications. The sequences are received on floppy disk, processed, and stored. Since the ABSS contains extremely sensitive patent application data, it is run as a Department of Commerce certified secure system. It makes use of dedicated Sun SPARC systems, microcomputers, a dedicated network, and a MASPAR massively parallel processor to search for and compare DNA/RNA sequences.
- The Patent and Trademark Assignment System (PTAS) provides an automated image-based work-flow system for handling assignments for both patents and trademarks. PTAS runs on the Netframe and the Unisys A-16.
- Patent and Trademark Copy Sales (PTCS) provides printed copies of granted patents and trademarks for sale to the public. It consists of an order-entry system which combines orders for retrieval of the 300 dpi images for printing on high-speed printers.
- Additional high-speed laser printers are used for printing patents and copies of patents for use by Examiners and for sale to the public.

Administrative and other PTO service organizations support PTO's revenue producers (patent and trademark professionals) by developing policies and programs to efficiently and effectively manage PTO's financial and human resources. These organizations fall into one of three categories: Finance, Planning, and Personnel; Information Dissemination; or Chief Information Officer.

- *FINANCE, PLANNING, AND PERSONNEL:* Organizations within this category are supported by six major automated information systems -- Cash Receipts/Deposit Account (CRDA) system, Federal Finance System (FFS), Operating Plans, Time and Attendance, Payroll and Personnel, and the Equal Employment Opportunity Monitoring and Analysis System (EEOMAS). Additionally, these organizations have numerous miscellaneous microcomputer-based tools, spreadsheets, and databases used by individuals to support their own activities and projects. Each of the major automated information systems (AISs) operates on a different computing platform. PTO has three of its major systems using three different mainframes, each operated by a different Federal agency. Accounting is operated at the US Geological Survey, Payroll/Personnel is operated at the National Finance Center (NFC) run by the Department of Agriculture, and CRDA is operated by the PTO. Two other AISs operate on standalone microcomputers, while the last is located on a server linked to PTOnet. None of the systems are integrated with the others.

- ***INFORMATION DISSEMINATION:*** Information dissemination organizations make intellectual property information available, and create and increase public awareness of the value of PTO programs and information resources. PTO makes information available by providing services and products from its headquarters offices, by supporting regional facilities such as the Patent and Trademark Depository Libraries, and by encouraging the development of commercial products and services. PTO ensures customers have access to its data through a variety of products and services, including on-line services, CD-ROMs and magnetic tapes, and statistical reports; some of these products and services are available to the public directly, while some are offered only at the public search facilities in Arlington, Virginia, and at Patent and Trademark Depository Libraries throughout the country.
- ***CHIEF INFORMATION OFFICER:*** Automated Information Systems (AISs) are playing an increasingly important role in support of PTO programs and objectives. Many of the PTO's management information and day-to-day operating processes are automated and dependent on the availability of adequate information technology resources for support. There will continue to be rapidly developing and diverse opportunities to employ information technology to improve how the PTO conducts its business. Increasing reliance on these AISs and accelerating requirements for information technology resources are projected within the PTO; the PTO plans to spend nearly \$840 million during the FY95-FY00 period on information technology. The Chief Information Officer develops and maintains PTO AISs, provides specialized technical support, operates and maintains hardware and system software, and acquires the necessary resources to support all automation-related functions.

PTO plans to reengineer the processes to take advantage of information technology where practical and cost effective (which is fundamental to the further development of PTO's automated information systems framework). Basic elements of this development will include:

- transition to submission of electronic (as opposed to paper-based) applications and documents, and bi-directional communication with applicants;
- internal use of electronic formats for all applications and documents (including those submitted on paper);
- increased public access to public data contained in PTO databases;
- attendant requirements for additional levels of on-line security;
- expansion of the search databases to include global patents and non-patent data;
- potential for publication of patent applications at 18 months from submission in accordance with worldwide practice and pending legislation;

- evolution of the architecture from proprietary solutions to an open systems environment and defined interfaces, to facilitate interaction between PTO systems and third-party software.

PTO has created a disciplined system development life cycle management process which integrates business process reengineering into each life cycle phase. PTO is creating an environment where business process reengineering tasks are integral to system design and development. PTO also requires that models and other business process reengineering outputs be used in their original digital form in the follow-up phases of the life cycle. PTO intends to hold the same contractor accountable for the successful transition between life cycle management phases, not just for producing the output of a specific phase. PTO has established a number of mechanisms to mitigate the impact of risks, including:

- An expert business process reengineering staff has been created within PTO to establish the strategy and methodology for business process reengineering, and to establish the format and style of business process reengineering products.
- On all PTO business process reengineering projects, a high-level subject matter expert is designated as the project manager at project initiation.
- Contractor support for business process reengineering is for facilitation and model capture, not for project leadership or decisionmaking. Leadership and decisionmaking functions are always performed by PTO in-house staff.
- For all business process reengineering projects, PTO establishes a management hierarchy for decisionmaking. As an example, for the patent reengineering project, there is a project manager from the Patent Corps, five senior executives from the Patent Corps are the leaders for the 5 sub-teams, and a steering committee of PTO executives is established and meets routinely to review progress against milestones.
- PTO has established a rigorous economic analysis process, and has placed the responsibility for it in the business process reengineering office in order to closely tie business decisions to a sound economic basis.
- PTO has integrated business process reengineering into the life cycle management manual. In addition to the economic analysis, the business process reengineering function is responsible for TO-BE models; identifying information needs; business transition planning; developing goals, objectives, and performance measures; and post-deployment evaluation to determine whether performance measures have been achieved.

PTO also plans to address current information technology challenges and problems that are typical of a large organization. Such areas include developing automated systems for functions that currently are performed manually; transitioning individual legacy systems into one or more up-to-date, integrated systems; modifying and upgrading older automated information systems that have been patched many times; systematically transitioning automated information system development and maintenance activities to take advantage of automated tool capabilities and an integrated data dictionary; and reducing

the possibility of software deficiencies through the use of industry-standard software engineering practices and procedures.

C.1.4 Overview of Automation-Related Support of PTO Business Processes by the SDM Contractor

The PTO has and will continue to develop and maintain its AISs using a combination of contract and in-house staff, generally providing or acquiring Government Furnished Equipment and COTS components needed for those systems. The functions to be performed by the SDM contractors are--

- *DEVELOP AND MAINTAIN SYSTEMS:* Skilled staff, tools, and other resources are needed to undertake all phases of PTO's LCM for AISs. The services needed include system design and analysis, customer training (to include technical personnel), system/software maintenance, project-specific system engineering, business process reengineering, and information/software engineering, product assurance, project management, and other related services and products.
- *ACQUIRE NECESSARY RESOURCES* (system life cycle software and incidental hardware required for development and maintenance): The SDM contractors will perform or assist the Government in performing presolicitation studies, preparing solicitation documents, and acquiring system development and COTS application products as necessary for Government use and that will be Government owned or leased. Alternative acquisition approaches will be analyzed, but most or all of these acquisitions are now expected to be from existing Government contracts, small purchase requests, and/or competitive procurements. Resources to be acquired are COTS software products and incidental hardware needed for system life cycle support of development and maintenance activities.

Other automation functions that the SDM contractors may interact with (but will not be tasked to perform under this contract) include the following:

- *DEVELOP AND MAINTAIN SYSTEMS:* Skilled staff, tools, and other resources are needed to develop, implement, and manage the implementation of necessary strategic and tactical plans; develop PTO standards and guidelines such as the Life Cycle Management for Automated Information Systems (LCM-AIS) Manual, Technical Standards and Guidelines (TSGs), and the Technical Reference Model; maintain enterprise models and architecture; and define the requirements governing the overall integration of new and reengineered systems with existing PTO systems. This function is supported primarily using in-house personnel, with secondary support provided by contractors obtained through agreements with other federal agencies, 8(a) contracts, or small purchase contracts.
- *ACQUIRE NECESSARY RESOURCES* (PTO infrastructure and other Government Furnished Equipment (GFE)): Skilled staff are needed to perform presolicitation studies (Requirements Analysis, Alternatives Analysis), prepare solicitation documents, and acquire resources (labor, hardware, software, telecommunications) using existing

Government contracts, small purchase requests, Interagency Agreements, and/or competitive procurements. Consolidated acquisitions are planned for scanners, POSIX compliant processors, magnetic and/or optical storage devices, printers, workstations, and possibly other components. Alternative acquisition approaches will be analyzed, but most or all of these acquisitions are now expected to be full and open competition using RFPs developed primarily by in-house personnel, with specialized assistance from technical support contractors and personnel from other federal agencies. Depending upon the scope of a contract, contractors may be required to perform required acquisition activities to procure incidental resources necessary to accomplish contract activities.

- ***PROVIDE SPECIALIZED TECHNICAL SUPPORT:*** Skilled staff are needed to perform independent and procurement-sensitive analyses, conduct security and risk assessments, support quality assurance efforts including independent validation and verification of products delivered by the contractors, support project management, and provide other technical support. This function is supported using in-house personnel or contractors. PTO has existing contracts and/or agreements with other federal agencies for Systems Engineering and Technical Assistance (SETA), security, project management assistance, and Independent Verification and Validation (IV&V).
- ***OPERATE AND MAINTAIN HARDWARE AND SYSTEM SOFTWARE:*** System hardware and system software components are operated and maintained using in-house personnel or contractors. PTO has contracts or will award new contracts for operation and maintenance of most hardware and system software at the option of the PTO. PTO plans to use 8(a) and other contractors for future operations requirements that cannot be performed using in-house staff. PTO has assumed subcontract management responsibility for most hardware and system software that is now provided through the current integration contractor (PRC), and will assume responsibility for all remaining PRC subcontracts before the SDM contracts are awarded.

The PTO will establish the strategic and tactical plans, develop the necessary technical standards and Technical Reference Model to be used by the contractor, define the requirements governing the overall integration of new and reengineered systems with existing PTO systems, and provide overall management of the project and programs. The SDM contractors will be accountable for the integration of all individual subsystems for which they are responsible, subject to the overall constraints of the external interfaces. In this context, the SDM contractors are expected to help the PTO structure the systems into subsystems that can be incrementally implemented to facilitate orderly transitions from the current business processes to the target system. The PTO will review these subsystems to ensure consistency with external constraints and careful management of risks.

To support these systems, the contracts also will be used to identify, acquire, test, and install Commercial-Off-The-Shelf (COTS) software applications or products that support the system development life cycle. These products may include Integrated Computer Aided Software Engineering (ICASE) tools, database management system (DBMS), project management, code and test generators and analyzers, and performance monitoring tools. Multiple licenses or a site license may be procured to support concurrent software development and maintenance efforts, as deemed necessary and cost effective.

C.1.5 Guidelines Used in Providing Automation-Related Support

To accomplish automation functions, PTO developed a set of guidelines and handbooks to enable the effective management of automation projects. An overview of these documents is provided in the table below.

<i>Guideline or Handbook</i>	<i>Description</i>
Life Cycle Management for Automated Information Systems (LCM-AIS) Manual	Defines the policies, process, and management standards for developing and maintaining automated information systems in the PTO; may be tailored depending on the type of system being developed
Technical Standards and Guidelines (TSGs)	Defines the procedures and technical standards for developing and maintaining automated information systems in the PTO consistent with the PTO Life Cycle Management Manual
Technical Reference Model	Defines the information technology standards, services, interfaces, supporting data formats, protocols, and standard products to be applied to or used by PTO automated information systems
Interim Handbook for the Implementation Level	Defines tasks that need to be performed and documents that need to be prepared, defines test and integration requirements, and provides other details needed to manage the systems developed under the Automated Patent System (APS) contract; although this document will be superseded by the Life Cycle Management Manual and the TSGs, this handbook will be provided to the SDM contractor as a basis for understanding the information that may be provided for maintenance of software/systems developed under previous contract activities
Project Management Manual	Defines procedures for planning and monitoring PTO projects and administering contracts, and provides details needed to perform the work listed in the SDM contracts

All system development projects are tied to the PTO Work Breakdown Structure for System Development (refer to the Project Management Manual in Section J). All project activities must be mapped to level 7 of this WBS. The SDM Contractors shall report actual labor hour and cost data at level 7, to be provided monthly in electronic format.

To plan and monitor all projects, the PTO uses the Control and Analysis Tool (CAT). The PTO uses this system for development of project network schedules and narrative descriptions, what-if analysis, tracking task order deliverables and budgets, and monitoring performance against established baselines. The CAT program management system is compatible with Microsoft Project, Timeline and most other COTS ASCII-based commercial project management and word processing software. The SDM Contractors shall provide data in electronic format that is compatible with the CAT program management system. Further information on this process can be found in chapters 2 and 3 of the PTO Project Management Manual (refer to Section J).

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C.2 SCOPE OF WORK PERTAINING TO THIS CONTRACT

The SDM contractors shall provide the necessary skilled staff, tools, and other resources to analyze, design, develop, deploy, maintain, and enhance United States Patent and Trademark Office (PTO) systems, as specified within individual task orders and in accordance with the PTO guidelines referenced in Section C.1.5 above. The services needed to perform life cycle activities include system design and analysis, programming, testing, customer training (to include technical personnel), implementation, transition to operations, system/software maintenance, project-specific system engineering, business process reengineering, information/software engineering, product assurance, project management, and other related services and products. Software products and incidental hardware are needed for system life cycle support of development, maintenance, and enhancement activities.

This work will be performed for existing automated information systems and those future systems initiated during the contract period of performance. The "PTO Strategic Information Technology Plan for Fiscal Years 1995-2000" (refer to Section J) provides a high-level description of the following programs and systems/projects that PTO anticipates will be supported, at a minimum, by the System Development and Maintenance contracts, grouped into customer categories.²

CUSTOMER -- Patent Employees and the Public Requiring Patent Information

- Automated Patent System (APS)
 - Classified Search and Image Retrieval (CSIR)
 - Desktop Workstations
 - Examination Toolbox
 - Classification Data System (CDS)
 - Text Search
 - Global Patents
 - Non-Patent Literature
- Pre-Grant Publication (PGPub) system
- Patent Application Management (PAM) system
 - Patent Application and Location Monitoring (PALM) System
 - PAM
 - Electronic Application System (EASY)
- Other patent systems
 - Appeals Case Tracking System
 - Scientific and Technical Information Center AISs

² NOTE: The newly released "PTO Strategic Information Technology Plan for Fiscal Years 1996-2001" (refer to Section J) was not available in time for incorporation of changes prior to release of the RFP. Please note that this new plan provides updated information about the existing and future systems to be supported by the SDM contracts.

CUSTOMER -- Trademark Employees and the Public Requiring Trademark Information

- Automated Trademark System
 - Trademark Application Management (TRAM)
 - Trademark Search (X-Search)
- Trademark Work At Home (TWAH)
- Madrid Protocol
- Trademark Information System (TIS)

CUSTOMER -- Patent and Trademark Employees and the Public

- Patent and Trademark Assignment System (PTAS)
- Patent and Trademark Copy Sales

CUSTOMER -- Financial and Administrative Support Organization Employees

- Equal Employment Opportunity Monitoring and Analysis System (EEOMAS)
- Commerce Administration Management System (CAMS)
- Enhanced Cost and Fee Management System
- Executive Information System (EIS)
- Revenue Account Management (RAM) system and other financial systems
- Development and maintenance support for systems other than those listed above

CUSTOMER -- Information Dissemination Employees and the Public

- On-Line Services
- Electronic Information Products
- New Technology Assessment and Forecast Database (NTAF)
- Automated Fee Collection System and other systems supporting PTO Public Search Facilities

CUSTOMER -- Chief Information Officer and Automated Information System (AIS) Project Personnel

- General contract management
- Generalized Image Service (GIS)
- Document Management System software support, as necessary
- Data management support
- Data administration support
- Data capture support -- developing image and text interfaces between AISs and current PTO systems
- Testing -- Discrepancy Report and Modification Report processing
- Configuration Management product assurance support
- Integrated CASE and other system development and maintenance tool support
- Engineering Studies, System Architecture, and Security support for individual AISs (versus PTO-wide)

- Project management support, to include project risk management and metrics reporting
- Records management support
- Business Process Reengineering support

The PTO will establish the strategic and tactical plans, develop the necessary technical standards and Technical Reference Model to be used by the contractor, define the requirements governing the overall integration of new and reengineered systems with existing PTO systems, and provide overall management of the project and programs. The SDM contractors will be accountable for the internal integration of individual subsystems subject to the overall constraints of the external interfaces. In this context, the SDM contractors are expected to help the PTO structure the systems into subsystems that can be incrementally implemented to facilitate orderly transitions from the current business processes to the target system. The PTO will review these subsystems to ensure consistency with external constraints and careful management of risks.

To support these systems, the contracts also will be used to identify, acquire, test, and install Commercial-Off-The-Shelf (COTS) software applications or products that support the system development life cycle. These products may include Integrated Computer Aided Software Engineering (ICASE) tools, database management system (DBMS), project management, code and test generators and analyzers, and performance monitoring tools. Multiple licenses or a site license may be procured to support concurrent software development and maintenance efforts, as deemed necessary and cost effective.

C.3 WORK TO BE PERFORMED UNDER THIS CONTRACT

The SDM contractors shall provide the necessary skilled staff, tools, and other resources to analyze, design, develop, deploy, maintain, and enhance United States Patent and Trademark Office (PTO) systems, as specified within individual task orders and in accordance with the PTO guidelines referenced in Section C.1.5 above. The chart below summarizes the system development life cycle phase work that will be necessary, as specified within individual task orders performed by the SDM contractors. More specific information may be found within the Life Cycle Management for Automated Information Systems (LCM-AIS) Manual and applicable Technical Standards and Guidelines (refer to Section J).

<i>Life Cycle Phase</i>	<i>Types of Work</i>
Initiation	System Analysis and Design -- Although PTO has primary responsibility for activities and documentation associated with this phase, the SDM contractor may be requested to provide technical assistance or develop white papers on specific technical or business topics

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<i>Life Cycle Phase</i>	<i>Types of Work</i>
Concept	System Analysis and Design -- Perform, identify, or review functional and data requirements; and boundary, risk, and economic analyses; prepare supporting documentation, as needed
	Business Process Reengineering and Information/Software Engineering -- Provide business process reengineering facilitation, modelling, and other required support
	System Analysis and Design -- Develop AIS support plans
	System Analysis and Design -- Participate in peer reviews, walkthroughs, or other required meetings
Detailed Analysis	Business Process Reengineering and Information/Software Engineering -- Complete business process reengineering activities, as appropriate
	System Analysis and Design -- Complete comprehensive analyses of functional, data, and support requirements; define and document the technical architecture capable of supporting requirements, risk, and economic analyses; prepare supporting documentation, as needed
	Programming -- Define and develop prototypes, testbeds, or other mechanisms for requirements determination and proof-of-concept activities
	System Analysis and Design -- Update risk and economic analyses and AIS support plans
	System Analysis and Design -- Participate in peer, in-process, or technical reviews, walkthroughs, or other required meetings
Development	System Analysis and Design, and Information Engineering -- Perform business system and technical design activities, and develop user interfaces
	Programming -- Complete module construction, acquire Commercial Off The Shelf (COTS) products (as necessary), develop upgrades and extensions to Government Furnished Equipment (GFE) or COTS products, or develop software and other components that cannot be met with GFE or COTS
	System Analysis and Design -- Develop data conversion plan and system support documentation, to include training
	System Analysis and Design -- Update risk and economic analyses and AIS support plans; refine the Target AIS Technical Architecture with details of the physical implementation
	Testing -- Integrate and test the system or subsystem, as appropriate; ensure that the automated information system meets the stated requirements
	System Analysis and Design -- Participate in peer, in-process, or technical reviews, walkthroughs, or other required meetings

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<i>Life Cycle Phase</i>	<i>Types of Work</i>
Deployment	Implementation -- Implement the system at all operating sites; complete the planned conversion of software and data from the existing system to the new system, if applicable
	Transition to Operations -- Transition or assist in the transition of all required products to the operations manager
	Customer Training -- Train customers and technical personnel in the use, operation, and/or maintenance of the system
	System Analysis and Design -- Update Target AIS Technical Architecture and Concept of Operations documents to reflect "as built" system
	System Analysis and Design -- Participate in technical reviews, audits, or other required meetings
Operations -- Software Maintenance	System/Software Maintenance -- Control and respond to requests for engineering changes and modifications; resolve discrepancies and failures of operational systems
	Business Process Reengineering and Information/Software Engineering -- Redesign existing systems to accommodate changes to process, operating environment, or system interfaces
	Any or All Activities Outlined Above -- Provide significantly modified and/or partially new, fully documented systems using the full or (approved) tailored life cycle
	System Analysis and Design -- Participate in reviews, walkthroughs, or other required meetings

In addition to system development life cycle support, the chart below summarizes the related support to be provided throughout the entire life cycle.

<i>Category</i>	<i>Types of Work</i>
Engineering	Business Process Reengineering -- Provide business process re-engineering services, to include facilitation of user sessions, development of IDEF activity models, performance of related studies and analyses, and documentation of all efforts
	Information Engineering -- Provide information engineering services, to include development or enhancement of data, process, and enterprise models and performance of related studies and analyses
	AIS-specific System/Software Engineering -- Project-specific system/software engineering, architectural, and security support

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<i>Category</i>	<i>Types of Work</i>
Management	Product Assurance -- Support PTO test and integration activities; ensure quality of products and service, to include providing quality assurance and maintaining control processes for all products; respond to issues identified during IV&V; monitor and report performance measurements and software metrics; and provide configuration management and assist the Government in the configuration management of all products
	Project Management -- Provide program/project planning; plan, manage, and control contractor resources (to include subcontractors); provide administrative support (e.g., technical editing); plan and manage task orders; develop status reports, problem notifications, and responses to inquiries; obtain technical data rights; and recommend engineering and other changes
Other Related Services and Products	Perform special studies, provide quick-reaction supplies and services, and provide follow-on support; convert documentation developed under previous life cycle management guidance to current life cycle guidance; provide necessary training related to system development activities or procured software
	Identify, acquire, test, and install -- or assist same activities performed by the Government -- necessary system development life cycle software products or applications (e.g., integrated Computer Aided Software Engineering (CASE) tools, database management system, project management tools, code and test generators and analyzers, performance monitoring tools), ensuring enough licenses are provided for multiple, concurrent development efforts (including a site license, as deemed necessary and cost effective); provide incidental hardware, system software, telecommunications, and support resources

The sections below describe the system design and analysis, programming, testing, implementation, transition to operations, customer training (to include technical personnel), system/software maintenance, business process reengineering, information engineering, project-specific system/software engineering, product assurance, project management, and other related life cycle services to be performed and products to be provided by the SDM Contractors for PTO automated information systems.

Rather than repetitively describing how these activities apply to every system, PTO has classified the systems in Section C.2 into four categories for the purpose of highlighting anticipated variations in SDM contractor support while also streamlining this solicitation:

- **ENTERPRISE:** Systems that provide significant new capabilities, constrained only by interfaces to existing systems. Enterprise systems may be enterprise-wide, mission critical, and/or complex. These systems are developed using the full life cycle process as defined in the LCM-AIS Manual and robust system development methodologies. Some of the systems categorized as Enterprise include Patent Application Management (PAM), Trademark Information System (TIS), and Non-Patent Literature.
- **LEGACY:** Existing systems that are maintained or modified to make corrective, adaptive, or perfective changes (e.g., discrepancy report processing). Some of the systems categorized as Legacy include Classified Search and Image Retrieval (CSIR), Patent

Application Location and Monitoring (PALM), Patent and Trademark Copy Sales (PTCS), and Trademark Application Management (TRAM).

- **OFFICE:** Desktop or LAN-based systems, usually for a single PTO organizational entity, that are characterized as less complex than Enterprise Systems. Office systems are developed using a tailored life cycle process and appropriately scaled development methodologies. Some of the systems categorized as Office include Appeals Case Tracking System (ACTS), Time and Attendance system, and Automated Fee Collection System (AFCS).
- **INFRASTRUCTURE:** Cross-cutting systems and services used by other automated information systems. These systems may be developed either using the full or tailored life cycle, depending upon the complexity of the system or service. The Generalized Image Service is one Infrastructure service; PTO has identified the text search engine portion of automated information system text search functionality as a candidate for an Infrastructure service.

Within each of the sections below, a general description of the work to be performed by the SDM contractors is provided (the Technical Standards and Guidelines provide specific guidance for the processes to be used in performing the tasks and preparing the documents, and the criteria to be used in determining acceptability of task performance/document preparation covered by that life cycle activity). These four categories -- Enterprise, Legacy, Office, and Infrastructure -- are used to highlight anticipated differences in the level of work to be performed or the tools and methodologies to be used.

C.3.1 System Analysis and Design

As noted in the table above, PTO will require the Contractor to provide system analysis and design staff, tools, and support throughout the system development life cycle. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the functions defined below.

C.3.1.1 Analysis and Design

To support this task area, the contractor will be required to complete activities such as examine technical, business, and management requirements and/or issues to provide effective solutions for information systems development and maintenance efforts in keeping with PTO standards and PTO strategic and tactical direction; perform technical studies and analyses required throughout the system development life cycle, to include project-specific architectural and security analyses; survey, research, and review information technologies for potential application within the PTO environment, and acquisition by the Contractor or the Government; evaluate commercial off-the-shelf software (COTS) and government off-the-shelf software (GOTS); facilitate requirements sessions and work with programming staff supporting requirements prototype efforts; recommend improvements to existing resources; and use PTO- and industry-standard automated tools throughout the life cycle. Activities may include, but are not limited to, the following considerations: compliance with legal and regulatory guidance, interoperability, open systems environment, security, standards, and data.

C.3.1.2 Documentation

The PTO will require the Contractor to prepare white papers, surveys, studies, documents, acquisition and system specifications, information brochures, engineering designs, support plans, customer-oriented documentation, and on-line help needed to complete any or all system development life cycle phases; review and recommend additions, revisions, and other changes to the latest versions of documents; refine, revise, or update existing documents; and convert documentation developed under previous life cycle management guidance to that required under the current life cycle guidance. The format and content of these documents will be specified by the PTO at the time of Task Order issuance. The number of copies, instructions for the media and format for electronic copies, and other instructions about these deliverables will be specified in the task order(s).

The following table highlights anticipated distinctions in the System Analysis and Design assistance to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Rigorous use of the PTO system development life cycle; produce all life cycle documentation; use baseline methods defined in the Technical Standards and Guidelines; analysis, design, and documentation accomplished in whole or in part through use of PTO automated tools such as Design IDEF, IEF, PowerBuilder, Forms Designer, RTM, Microsoft Access, and Viewstar; often requires state-of-the-art skills and knowledge in areas such as Standardized Graphic Markup Language (SGML), Electronic Data Interchange (EDI), Optical Character Recognition (OCR), document management, workflow management, and text and image processing and searching
Legacy	Use documentation and design developed under previous life cycle as a basis for analysis and design activities -- which may or may not be captured in automated tools; update documentation and design using previous guidelines (Interim Handbook, refer to Section J), or convert documentation into current formats; requires skills in and knowledge of the current PTO environment
Office	May use a tailored life cycle management process, as approved by the Chief Information Officer; produce documentation as specified by the approved tailored process, using PTO automated tools (Design IDEF, IEF, PowerBuilder, Forms Designer, RTM, Microsoft Access, Viewstar) whenever practical; requires skills in and knowledge of COTS and LAN products

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<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Infrastructure	Use current system development life cycle and automated tools, with potential substantial use of previous life cycle information for components spanning Legacy systems; may need to produce tailored documentation and adjust tool usage (as approved by the Chief Information Officer) if conversion of legacy system information is deemed impractical; often requires state-of-the-art skills and knowledge in SGML, EDI, OCR, workflow systems, text databases and search engines, application programming interfaces (APIs), open systems, and advanced architectural concepts and standards

C.3.2 Programming

PTO will require the Contractor to provide programming staff, tools, and support. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the functions defined below.

C.3.2.1 Develop Software and Database Products

If COTS or Government-furnished products cannot meet automated information system requirements, the PTO will require the Contractor to develop software and structure the physical database: (1) based on Government-approved specifications; (2) using industry-standard systems/software engineering techniques; and (3) following product assurance disciplines. The Contractor shall use ICASE automated tools, when practical, to generate the software or structure the database. If manual development is required, the contractor shall use modern software development concepts, tools, and techniques. As defects are identified by the contractor or the Government during the Development phase or during testing activities, the contractor shall correct the defects. The Contractor support includes:

- (a) **Source and Executable Programs**
 - (1) Paper listings and electronic versions of all source code
 - (2) Electronic versions of all executable object code
- (b) **Other Programs**
 - (1) Electronic versions of source and resulting object code generated by individual compilers, linkers, editors, translators, and other programs used to produce executable code
 - (2) Documentation and, if necessary, source code for all utility software (such as ICASE or programmer's workbenches) used to produce executable code

C.3.2.2 Requirements Prototyping and Proof-of-Concept Testbeds

The PTO will require the contractor develop and test prototype programs and databases, and proof-of-concept testbeds, to determine optimal solutions for concepts and problems, resulting in the development or modification of requirements. The contractor may also be called upon to develop schedules, to include parallel operations where required, identify the proposed prototyping or proof-of-concept technical approach, and describe anticipated results. This function involves all the activities needed to satisfy the prototype of proof-of-concept objectives, to include providing COTS software, hardware, and communications, if required.

C.3.2.3 Upgrade and Tailor COTS and Government-Furnished Products

The PTO will require the contractor to identify, acquire, test, deliver, and install Commercial Off The Shelf (COTS) products (as necessary); and to develop and test upgrades and extensions to Government-furnished or COTS products. PTO will require the Contractor to develop upgrades and extensions: (1) based on Government-approved specifications; (2) using system/software engineering tools and techniques in accordance with PTO Technical Standards and Guidelines, or other industry-standard tools and techniques approved by PTO; and (3) following product assurance disciplines. The Contractor shall use ICASE automated tools, when practical, to generate the software or structure the database. If manual development is required, the contractor shall use modern software development concepts, tools, and techniques. As defects are identified by the contractor or the Government during the Development phase or during testing activities, the contractor shall correct the defects. For developed software (e.g., upgrades, extensions, macros, front-ends), the Contractor support includes:

- (a) Paper listings of all source code
- (b) Electronic versions of source and resulting object code generated by individual compilers, linkers, editors, translators, and other programs used to produce executable code
- (c) Documentation to be used to produce executable code

The following table highlights anticipated distinctions in the Programming assistance to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Use of SQL compliant relational database management systems; use of C, Visual Basic, Visual C++, and other high-order programming languages; code generated using IEF, ICASE toolset, PowerBuilder, Forms Designer, Viewstar, or other automated tools wherever practical

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<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Legacy	Use of COBOL, Algol, PL/I, PASCAL, C, and Assembler; may require manually developed code; current database management systems in use include ADABAS, DMSII, Informix, Oracle, and Sybase
Office	Use of COTS, potentially augmented with C, Visual Basic, Visual C++, and other high-order programming language front-ends; development activity replicates the PTO desktop systems and network operating environment; current database management systems in use include Paradox and Microsoft Access
Infrastructure	Use of any or all languages and APIs to interface with Legacy, Enterprise, and Office systems

C.3.3 Test and Evaluation

The PTO will require the Contractor to test and evaluate Government-furnished, COTS, and developed products to verify compliance of the potential module, subsystem, or system with key specifications and functionality prior to delivery to the PTO. Tests may be used only during the project development phase, or may be used as benchmarks for functional and performance comparison of subsequent modifications. The items to be delivered and the schedule for delivery will be established within the task order(s). The following describes typical functions associated with Test and Evaluation.

C.3.3.1 Define Objectives and Methodology

This entails defining the objectives, establishing priorities, and developing the functional and technical/performance test methodology. The methodology includes, but is not limited to, the following: functional descriptions and requirements; service level objectives; current workload; operational environment under which the module, subsystem, or system will run; communications protocols; interfaces to external, non-agency systems; standards used for development and operation; and a description of the data needed for benchmark development.

C.3.3.2 Collect/Develop Data

The PTO will require the contractor collect or develop technical/performance and workload data, using any preliminary work completed by PTO or PTO's contractors wherever possible. If normalization of the data is required, it will be completed by the contractor.

C.3.3.3 Develop Test Plan

The PTO will require the contractor prepare a plan that details the methods and procedures that will be used to execute the tests. The plan addresses requirements, specifies files to be used in developing the tests, describes the data structure analysis techniques to be used, specifies test

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details (e.g., memory utilization, instruction mix, multiple processing thresholds), and specifies scripts to be used.

C.3.3.4 Design and Develop Test Program(s)

The PTO will require the contractor design and develop functional and technical/performance test software, data, and test scripts. The contractor shall provide the software and data on magnetic media, and program listings on paper.

C.3.3.5 Conduct Tests

PTO plans to provide a system testbed located in or near Arlington, Virginia for use by the SDM contractors. The PTO will require the contractor conduct the unit and integration tests in accordance with the approved Test Plan, and record the results of the tests. Testing shall validate the programs and data for errors, and confirm the reasonableness of performance requirements.

PTO will require the SDM contractors to allow PTO employees, or employees of other organizations such as PTO's current IV&V and SETA contractors, to witness testing and to examine exhibits of work in progress including, but not limited to, 1) source code files, 2) diagnostic output, and 3) output of test and software metrics tools.

The Contractor shall resolve concerns identified during PTO review of test activities and test results, and shall make all necessary revisions to the design and code, perform all necessary retesting, and update the system development files. At completion of testing, the contractor shall provide written verification that the tests provide an accurate representation of PTO functional and technical/performance requirements, and that all delivered components can be integrated with other PTO systems, infrastructure, and operations. At PTO's option, the contractor will provide test scripts, test data, test case suites, test procedures, specifications, and other testing material in electronic form for capture within PTO's configuration management system.

The following table highlights anticipated distinctions to be made for Test and Evaluation to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Rigorous functional and technical/performance testing using testbed
Legacy	Functional testing using testbed
Office	Functional testing using development replica of desktop and network systems; tailored testing may be approved by the Chief Information Officer
Infrastructure	Rigorous functional and technical/performance testing using testbed

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C.3.4 Implementation

The PTO will require the Contractor to assist in the implementation of GFE, COTS, and developed products in accordance with a pre-approved plan. The items to be delivered and the schedule for delivery will be established within the task order(s). The following describes typical functions associated with Implementation.

C.3.4.1 Set-Up Implementation

PTO may require the contractor to ensure that manuals have been distributed, supplies are in place, sites are ready, computer resources are available, personnel have been trained to support the implementation, or other activities required prior to initiation of implementation activities. The contractor may be required to unpack products; check to ensure that delivered product items match orders, invoices, bills of lading, and/or configuration item lists; label product items in accordance with established configuration management guidelines; obtain missing items and resolve discrepancies; maintain an inventory of delivered items; or provide other pre-implementation support as required. PTO also will require the contractor to participate in pre-implementation reviews to ensure everything is in place prior to beginning implementation.

C.3.4.2 Execute Plans

After approval, the contractor shall carry out the activities of the Production Installation Plan and Operations and Maintenance Plan, in coordination with PTO. Activities may include, but not be limited to, the following: complete the planned conversion of software and data from the existing AIS to the new AIS, if applicable; schedule and coordinate installation of products; transport products to end-user and other sites at the PTO; assemble and install hardware products; load and tailor software products; load data; and check the installation area to ensure everything is running. The contractor shall carry out implementation activities to minimize interference with normal PTO activities; this will typically require activities to take place after PTO business hours. Following completion of implementation activities, the PTO will require the contractor participate in a post-installation review.

The following table highlights anticipated distinctions in the Implementation assistance to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Substantive pre- and post- implementation activities may be required
Legacy	May require substantive software and data conversion

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Office	Substantive pre-implementation activities may be required to ensure desktop and LAN configurations can accept implementation; may require implementation during business hours to ensure personnel understand all aspects of system (informal, at-the-desk training) .
Infrastructure	Substantive pre- and post- implementation activities may be required; for Infrastructure systems involving Legacy systems, may require substantive software and data conversion

C.3.5 Transition to Operations

Transition to Operations encompasses those functional and operational activities required for the successful transition of information systems and databases from the Deployment life cycle phase to Operations life cycle phase. The items to be delivered and the schedule for delivery will be established within the task order(s). As tasked, the PTO will require the Contractor to prepare plans (such as a Transition Plan and Operations and Maintenance Plan), methodologies, and other documents, and to advise and assist the PTO in managing the transition from current to future PTO procedures and systems. Items to consider during the transition include business processes and procedures, work in progress (e.g., patent or trademark applications in the pipeline), staff, information systems and databases (to include conversion of software and data), parallel operations, modification of PTO facilities, and completion of activities required to officially turn over the installed system to Operations and Maintenance personnel. The following describes typical functions associated with Transition.

C.3.5.1 Define Objectives

This entails defining the objectives and establishing priorities for the Transition Strategy.

C.3.5.2 Perform Transition Analysis of the Interim and Target Solutions

This involves analyzing and recording the changes in the operational business and technical environments when the transition from the current operations to the envisioned TO-BE processes will occur. Given the identified interim and target processes and architectures, the PTO may require the contractor to identify and analyze perceived difficulties in achieving the transition. Tasks include:

- Analyze and document functional, technical, and procedural changes
- Analyze and document facility and service changes
- Analyze and document changes to the organizational and management structure
- Analyze and document staffing changes
- Analyze and document training changes
- Analyze and document the impact of transition on existing human resources
- Analyze and document resistance to change by key managers and by the work force
- Identify any uncertainty in the transition analysis

- Analyze and document the risk associated with the transition
- Identify the standards for compliance to include a description of services for managing, formatting, and exchanging data
- Interview relevant personnel
- Assess change impact on business and technical process, people, culture, support, systems, technology, organization structure, labor issues, and facilities
- Identify management actions and decisions for transition

C.3.5.3 Develop Transition Strategy

In this area, personnel will analyze the current support requirements and capabilities in relation to existing technology and technical trends. Using the resultant information, the contractor may be called upon to develop strategies for the transition of support from the current base to a new structure that meets guidelines.

C.3.5.4 Define Level of Support

This entails the identification of the level of support for the functional area or activity either being supported or for which support is contemplated. The contractor may be called upon to assist in the recurring steps to define, evaluate, and implement the incremental improvements needed to achieve simplified and streamlined operation of the functional and technical operational activity.

C.3.5.5 Plan Transition

This task area entails development of a proposed time-phased conversion and transition plans that define what changes will be made, when they will be made, how they will be implemented, and how they will be maintained once implemented. The transition plan shall address integration and migration issues relating to implementing new business processes, creating new systems, applying new technologies, aligning personnel and culture, and identifying new organizational structure and facilities requirements. The plan also addresses locations, organizations, and related issues, as well as new performance targets for each proposed change.

The PTO will require the contractor to develop plans for making a transition from the AS-IS process to the TO-BE process, minimizing disruptions to operations and services. The scope of transition planning shall include the measurement and analysis of the performance gap between the AS-IS activity model/process maps/change characteristics and TO-BE activity model/process maps/change characteristics, developing business or technical projects focused on reduction or elimination of the gap. Tasks include:

- Identify optimum sequence for implementation of TO-BE processes
- Identify personnel, training requirements, schedules and other critical success factors for training to facilitate the proposed transition
- Identify steps required to make transition, including roles, activities, schedule and responsibilities
- Identify risks associated with the proposed transition plan

- Develop reporting requirements appropriate to the TO-BE process which will facilitate the identification of costs of current processes
- Create a Business Process Reengineering Project Opportunity Matrix to identify the business implementation plans with the highest improvement opportunity and highest probability for successful implementation
- Develop recommended business implementation projects and comprehensive transition plan

C.3.5.6 Execute Plans

The PTO will require the contractor advise and assist the PTO in managing the transition from current to future PTO procedures and systems, in accordance with the approved Business Transition Plan and Operations and Maintenance Plan. Contractor assistance includes conducting or participating in Government conducted post-transition reviews; monitoring the progress of execution through observation, interviews, and other appropriate techniques; and evaluating and documenting the success of the transition plan in transforming the business and technical environments to the interim and target solutions.

The following table highlights anticipated distinctions in the Transition assistance to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Transition spans multiple organizations, processes, and systems; business, management, and personnel aspects of transition most likely are more critical than technical aspects
Legacy	Although Legacy systems are in operation, modifications or enhancements to these systems may require transition activities
Office	Transition usually applies to one system and one process, but may span multiple organizations
Infrastructure	Transition may span multiple organizations, processes, and systems; technical aspect is most critical

C.3.6 Customer Training

The PTO will require the Contractor to develop, conduct, and administer training programs at all levels. The items to be delivered and the schedule for delivery will be established within the task order(s). As tasked, the contractor will be called upon to provide training sessions, conduct training, arrange or coordinate training sessions from other vendors or organizations, develop and provide training materials as required, and ensure that all developed software contains user training and help modules.

Training may take many forms to include: (1) general orientation, (2) tutorials, videotape, on-line help, or other programmed instruction, and (3) in-depth training. The kind and degree of training will depend

on the category of personnel to be trained (e.g., executives, supervisors, professionals, clerks, administrative personnel, operators, facility trainers, system and network managers) and on particular training objectives which will be identified in individual task orders. For example, information technology personnel training may include management and technical training on subject areas such as the life cycle management processes, methodologies, tools used during development or maintenance activities, etc.

As another example, the contractor will be required to provide training in business process reengineering methodology and tools. The following list describes the training modules and courses that shall be available through the Contractor.

- Introduction to Business Process Reengineering Concepts
- Introduction to IDEF0 - process modeling
- Introduction to Process Mapping
- Introduction to Operations Research/Industrial Engineering/Work Measurement/Management Science
- Team Building
- Effective Project Management
- Facilitation Skills
- Costing/Economic Analysis/Activity Based Costing (ABC)
- Simulation and Model Building
- Introduction to Information Engineering/Activity & Entity Analysis/Data Management
- Best Practices (Research) and Benchmarking (Metric Driven Studies)
- Visioning/Breakthrough Thinking
- Change Management and Organizational Assessment: Customer and Stakeholder Analysis; Culture, Issues, Beliefs, Norms; Change Readiness; Techniques for Managing Change
- Advanced Business Process Reengineering
- Computer Tools for IDEF0

The Contractor may be called upon to develop training documentation and provide training both on-site (at Government facilities) and off-site (at Contractor furnished facilities).

The following table highlights anticipated distinctions in the Customer Training assistance to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Primarily functional; because of the extent of the system, most likely includes numerous training forms (e.g., computer-based, classroom, tutorials, COTS) and categories of personnel (e.g., senior managers, clerical staff, examiners or attorneys, support personnel) to be trained
Legacy	Functional and technical; refresher training and short-duration update training will most likely be required

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Office	Most likely COTS or other provider training, with some augmentation for PTO-specific adjustments
Infrastructure	Primarily technical

C.3.7 System/Software Maintenance

Maintenance is defined as the restoration of an AIS to an operational status or the correction of problems to permit an approved AIS to run or to meet the design specifications. Modification is defined as a change to the design specifications of an AIS (e.g., a change in input, program logic, or output). PTO will require the contractor maintain and modify AISs in accordance with life cycle guidance and industry standard practices. The items to be delivered and the schedule for delivery will be established within the task order(s). The contractor shall adhere to the procedures for identifying, approving, and responding to Discrepancy/Incident Reports and Modification Requests (contained in Section J). The following describes typical functions associated with System/Software Maintenance.

C.3.7.1 Identify and Report Problems or Changes

The PTO will identify, or will require the Contractor to proactively identify for PTO approval, discrepancies and failures of operational systems; analyze the problem to determine the potential cause; determine the impact; and report the results of the analysis. If the analysis requires redesign of existing Legacy systems to accommodate changes to process, operating environment, or system interfaces, PTO will initiate business process reengineering activities to determine the required changes. PTO will designate that substantive changes and redesign comprise a new system (Enterprise, Office, or Infrastructure); however, maintenance and modification of the existing system is still expected while the new system completes the life cycle.

C.3.7.2 Revise Existing System

The PTO will require the Contractor to track and respond to Discrepancy/Incident Reports, Modification Requests, and engineering change requests. As tasked, the Contractor will design, develop, and test modified and/or partially new, fully documented systems in response to PTO-prioritized reports and requests. Depending upon the extent of the changes required, the PTO will require the Contractor to adhere to the full current system life cycle or tailored current system life cycle (as approved by the Chief Information Officer). The PTO will require the Contractor to perform software maintenance and modification in a non-production environment, and transition modifications into the production system after PTO test and approval activities. The Contractor shall ensure that modification activities are coordinated with software maintenance activities (discrepancy fixes) to eliminate duplicative efforts.

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C.3.7.3 Conduct Preventative Maintenance

The PTO will require the Contractor to provide preventative maintenance and repairs needed to ensure the performance of software and incidental and other resources that the Contractor delivers.

The following table highlights anticipated distinctions in the System Software Maintenance assistance to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	None
Legacy	None
Office	None
Infrastructure	None

C.3.8 Business Process Reengineering

The implementation of radically different business processes presents significant challenges in areas as diverse as project planning, assessing change readiness, planning effective communications, team management, human resources, labor management relations, client training, space management, integration and migration strategy development, and technical management (e.g., implementation) planning. The Contractor will provide expert services to meet these needs and assist the PTO in the provision of the full breadth of Business Process Reengineering (BPR), Business Process Engineering (BPE), and Business Process Improvement (BPI) services to its customers.

Since BPR is an integral part of the entire PTO system development life cycle, BPR activities must be closely coordinated with information engineering and system analysis and design activities. For this solicitation, the distinction between BPR and information engineering is that BPR addresses the development of new or TO-BE business processes; information engineering addresses the activities required to design and develop the specific automation solution supporting the reengineered business process.

BPR support includes facilitation;³ activity, data, and simulation modelling; transaction flow analysis; internal control and risk analysis; activity-based costing; economic analysis; and development of performance measurement techniques. Since BPR results "feed into" system development and

³ Facilitation includes visioning, communicating, developing "break through" thinking, and other activities involved with group interaction and dynamics. Facilitation may involve the use of specialized software tools (e.g., groupware, decision-support) designed to enhance creative problem solving and to document and reach decisions. Facilitation support includes facilitators who motivate and guide the participants; scribes who record the deliberations, conclusions and recommendations of the participants; and tool operators familiar with the use of modeling and other software tools used during the analysis/documentation process.

information engineering activities, the Contractor shall ensure BPR results and tool output support PTO standard notations and methodologies (e.g., IDEF0 notation, James Martin Information Engineering methodology and programmatic notation, ICASE tools). Further, the contractor shall support the porting of models between BPR and ICASE tools wherever possible. The contractor will document all such efforts as called for in each Task Order. The items to be delivered and the schedule for delivery will be established within the task order(s). The following describes typical functions associated with BPR.

C.3.8.1 Define Enterprise Strategy

The PTO will require the Contractor apply an enterprise-wide set of disciplines for the planning, analysis, design, and construction of business systems on an enterprise-wide basis or across a major sector of the enterprise. The PTO also will require the Contractor to perform and document enterprise-wide strategic systems planning, business information planning, and business analysis using PTO and other required automated tools. Activities include, but are not limited to, the following:

- (a) Review existing documentation and extract necessary information
- (b) Document current organization and executive management, functions, data subject areas, and entity-relationships
- (c) Analyze the enterprise mission, vision, and goals for the future against known problems and technology solutions
- (d) Analyze prioritized objectives and critical success factors, to include decisions, assumptions, and other related information
- (e) Perform cluster analysis of functions and business areas to identify prioritized recommendations
- (f) Document results within automated tools, generating an Information Strategy Plan

C.3.8.2 Model Current Business Practices

These efforts involve documenting and analyzing the differences in the way common functional processes are executed, benchmarking⁴ these processes against the best public and private sector achievements, identifying the existing AS-IS processes and data, documenting known problems in existing processes and data that must be corrected to provide a functionally adequate standard, and recommending data processes and data baseline that together meet the process and associated information needs of the functional activity.

⁴ Benchmarking plans and measures products, services, and practices against world class organizations or industry leaders.

The PTO will require the Contractor identify and analyze current processes, data flows, their value added, and the resources and systems used in the existing business environment; extract the underlying business rules (explicit or implicit) which govern the enterprise's operations; develop an understanding of the objectives accomplished by the processes; review existing documentation; conduct interviews with customers and other personnel; ensure the accuracy of information collected and supporting documentation; and use automated tools to develop IDEF0 activity models and process maps, and simulation models. Economic costs and value-added reviews associated with the as-is process will be collected and analyzed. Design IDEF is PTO's activity modelling tool.

PTO also will require benchmarking support that includes conducting research to identify world class companies/organizations and their best practices with respect to the process being engineered, reengineered, or redesigned; arranging for benchmarking site visits; planning and structuring the benchmarking method; electronically cataloging information gained from benchmarking and best practices; and assisting the project team with the integration and application of best practices information.

Other tasks include:

- Develop activity models and process maps of the AS-IS process
- Develop AS-IS data models
- Identify future workloads and other variables affecting as-is process
- Develop cost data associated with AS-IS processes leading to definable product and/or service costs, activity-based costs, and economic costs
- Develop value-added analyses
- Develop an Economic Analysis of the AS-IS environment
- Describe facilities and services
- Identify constraints limiting operations
- Describe organizational structure, management responsibilities, and organization culture
- Develop staffing profiles and skills matrices
- Describe training programs
- Document uncertainties in the descriptions of the current operations.

C.3.8.3 Develop Reengineering Strategies

The PTO will require the Contractor identify functions and outcomes, and relate these to the enterprise mission, goals, and objectives; and derive approaches to re-inventing the business processes and rules such that equivalent outcomes are produced at a savings.

C.3.8.4 Model New Business Processes

The PTO will require the Contractor identify future TO-BE processes and data; and document strengths, weaknesses, costs, and operational requirements. The PTO will require the contractor to document: TO-BE business process alternatives, capitalizing on the information obtained from the AS-IS process documentation; team ideas and output; the application of expert systems, decision support systems, and other automated processing techniques; alternative work

processes; cost reductions; cutting cycle times; productivity increases; customer satisfaction gains; revenue increases; market share increases; and other potentially desirable modifications to the AS-IS process. The PTO also will require the contractor develop an Economic Analysis, including cost and risk estimates, for the most feasible alternatives approved by the PTO.

PTO also will require benchmarking support that includes conducting research to identify world class companies/organizations and their best practices with respect to the process being engineered, reengineered, or redesigned; arranging for benchmarking site visits; planning and structuring the benchmarking method; electronically cataloging information gained from benchmarking and best practices; and assisting the project team with the integration and application of best practices information.

Other tasks include:

- Develop activity models and process maps of TO-BE (e.g., Target Design) alternative processes, and identify advantages and disadvantages associated with alternatives
- Develop workload projections for the TO-BE alternatives
- Develop TO-BE data models
- Develop models simulating the TO-BE environment
- Develop a Concept of Operations
- Develop an Economic Analysis of approved feasible alternatives to support recommendation of TO-BE processes
- Describe planned facilities and services
- Identify and list constraints limiting operations and risks associated with TO-BE process
- Describe planned organizational structure and management responsibilities
- List planned staffing profile and skills requirements
- Estimate organizational impact and recommend options for minimizing work disruption
- Identify required training programs
- Document any uncertainties in the descriptions of the planned operations

C.3.8.5 Plan Transition

The PTO will require the Contractor develop plans for implementing the reengineered process and for transitioning from the AS-IS to the TO-BE process. The PTO will require the Contractor support execution of the transition plan. Section C.3.5 of this solicitation contains further details pertaining to Transition activities.

C.3.8.6 Evaluate and Execute Further Improvements

The PTO will require the Contractor define and institute metrics which assess how well the new processes are working. The PTO also will require the Contractor define, institute, and execute methods which will improve the processes or supporting systems; identify shortfalls in process performance; and recommend solutions for Government approval. Tasks include:

- Conduct improvement project evaluations
- Develop process performance evaluations

- Conduct and document performance gap assessments
- Develop a new enterprise strategy impact assessment
- Recommend new and/or corrective actions for continuous process improvement

The following table highlights anticipated distinctions in the BPR support to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	None
Legacy	None
Office	None
Infrastructure	None

C.3.9 Information Engineering

The contractor will perform or provide support to the performance of any or all stages of information engineering. Since BPR is an integral part of the entire system development life cycle, information engineering activities must be closely coordinated with BPR and system analysis and design activities. For this solicitation, the distinction between BPR and information engineering is that BPR addresses the development of new or TO-BE business processes; information engineering addresses the activities required to design and develop the specific automation solution supporting the reengineered business process.

Like BPR, information engineering support includes facilitation; activity, data, and simulation modelling; transaction flow analysis; internal control and risk analysis; activity-based costing; functional economic analysis; and development of performance measurement techniques. Since information engineering uses information generated through BPR activities, the Contractor shall ensure information engineering results and tool output support PTO standard notations and methodologies (e.g., IDEF0 notation, James Martin Information Engineering methodology and programmatic notation, ICASE tools). Further, the contractor shall support the porting of models between BPR and ICASE tools wherever possible. The contractor will document all such efforts as called for in each Task Order. The items to be delivered and the schedule for delivery will be established within the task order(s). The following describes typical functions associated with Information Engineering.

C.3.9.1 Perform or Assist Business Process Reengineering Activities

The PTO will require the Contractor perform or assist with all BPR activities comprising section C.3.8 of this solicitation. This includes the development or enhancement of data, process, and enterprise models for use in designing and building integrated, shared software and database management systems.

C.3.9.2 Perform or Assist AIS Development

The PTO will require the Contractor apply reverse engineering and software reengineering disciplines to develop technical transition strategic and planning documents. The PTO also will require the Contractor to deliver logical and physical data models and associated data elements and subject area data bases.

The following table highlights anticipated distinctions in the Information Engineering assistance to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Use James Martin's information engineering methodology and the Information Engineering Facility (IEF) Integrated CASE tool developed by Texas Instruments, or Powerbuilder during the development phase, as appropriate and as approved by the Chief Information Officer
Legacy	Use of information engineering may be considered impractical for extensions to existing systems
Office	Extent of use of information engineering may be tailored, as approved by the Chief Information Officer (e.g., data and process models may be created using information engineering, while code construction and implementation uses other methods – depending on the capabilities of the COTS desktop- or LAN-based products being integrated or deployed)
Infrastructure	Concentration on interfaces between systems, which may include information in many formats and media

C.3.10 Project-specific Software/System Engineering

The PTO will require the Contractor perform project-specific system/software engineering, metrics reporting, and architectural and security-related analyses. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the following:

- (a) Capacity planning and performance evaluation
- (b) Simulation and modeling
- (c) Assess risks, recommend risk mitigation activities, and track progress and report on risk reduction

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- (d) Failure Mode, Effect, and Criticality Analysis (FMECA), and other software engineering activities outlined in MIL-STD 497 or in IEEE guidance
- (e) Human factors support (i.e., ergonomics and related subject areas)
- (f) Provide technical guidance in software engineering techniques and automated support tools

The following table highlights anticipated distinctions in the Project-Specific Software/System Engineering to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Rigorous use of software engineering practices
Legacy	Identification of required changes (e.g., additional metric collection and reporting, critical risk areas) based upon software engineering practices; upon approval, revision of systems using software engineering practices (as practical)
Office	Use of software engineering practices depends upon the COTS or LAN product itself and user requirements; anticipate use of rigorous software engineering practices for product interfaces, necessary augmentation of products (e.g., front ends, back ends), and functions not supported by the product (e.g., data collection and loading)
Infrastructure	Rigorous use of software engineering practices

C.3.11 Product Assurance

Product assurance support will be needed throughout the system development and maintenance life cycle. The PTO will require the Contractor to provide the staff and/or tools to perform or support PTO's performance of: responding to PTO test and evaluation results, quality assurance, configuration management, responding to IV&V results, and library maintenance. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the functions defined below.

C.3.11.1 Respond to PTO Test and Evaluation Results

After contractor test and integration is complete, the PTO will require the Contractor to respond to concerns identified during PTO test and evaluation of upgrades and extensions, COTS products, developed modules/subsystems/systems, and other contract deliverables. "Respond to" includes fixing unsatisfactory work products and resubmitting products for PTO approval. The assistance and other items include, but are not limited to:

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- (a) Resolve concerns identified during PTO developmental test and integration activities, including unit tests and subsystem/system integration tests
- (b) Resolve concerns identified during PTO implementation test and integration activities, including acceptance tests and production installation tests
- (c) Resolve concerns identified during PTO operational test and integration activities, including operational acceptance tests and baseline acceptance tests

C.3.11.2 Quality Assurance

The PTO will require the Contractor to establish and maintain an effective quality assurance program to ensure the technical quality of all products and services provided under any task order. This will include, but not be limited to, software quality monitoring, methods to identify and correct quality deficiencies in products and services, and methods for continuous improvement. Quality Assurance activities include development of quality assurance plans and procedures; collection and reporting, on a periodic basis, of metrics specified within the Metrics Technical Standard and Guideline (refer to Section J) and other, defined project-specific metrics; conduct of Contractor reviews; participation in any PTO-conducted reviews, walkthroughs, or other required meetings held throughout the system development life cycle; and development of responses to the results of any PTO quality assurance activity.

The Contractor shall ensure complementary interface between Contractor quality assurance methods and tools and PTO's quality assurance methods, tools, and environment. PTO currently uses SQL Software's Product Configuration Management System (PCMS) and IBM's INFOMAN to support configuration management, and an IV&V contractor for quality assurance functions. PTO may require the SDM contractors to use tools specified by the PTO.

C.3.11.3 Configuration Management

The PTO will require the Contractor to deliver documents and staff to assist the PTO with the management of the PTO system (hardware, software, and documentation) configuration, and will also require the contractor to manage all configuration items under their control. The PTO is currently using Gec. Marconi's Requirements Traceability Management (RTM), PCMS, and INFOMAN software to support configuration management. Assistance and other items include, but are not limited to, the following:

- (a) Develop configuration management plans and subcontractor control reports
- (b) Identify configuration items
- (c) Monitor and report Configuration Changes and Discrepancy Reports
- (d) Provide Configuration Status Accounting Reports
- (e) Use configuration management automated tools

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- (f) Participate in functional, physical, and other configuration audits

C.3.11.4 Respond to Independent Validation and Verification (IV&V) Results

The PTO will require the Contractor to respond to and resolve concerns identified during PTO's IV&V of deliverables throughout the system development life cycle.

C.3.11.5 Documentation Library

The PTO will require the Contractor to update the PTO library containing all PTO documents prepared or collected by the Contractor. The library will include: PTO system development life cycle documentation; source code, schematics, and other data generated during all PTO life cycle phases; and indices to all documents and data. Items within the library include, but are not limited to, the following.

- (a) Paper and electronic copies of relevant documents, data, and information
 - (1) Prepared by the PTO
 - (2) Prepared by the Contractor
 - (3) Provided to the Contractor by others
- (b) Indexes to Documents, Data, and Information
 - (1) Abstracts of all documents and data, with keywords for indexing
 - (2) Indexes to all documents and data
 - (3) Database(s) to track comments received and all changes made to PTO documents and data

The following table highlights anticipated distinctions in the Product Assurance to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	Full testing, quality assurance, and configuration management using PTO tools such as RTM and PCMS
Legacy	Full testing, quality assurance, and configuration management; all Legacy Systems may not be transitioned to PTO tools such as RTM and PCMS at contract award; PTO will provide Legacy System testing, quality assurance, and configuration management tools as GFE to the SDM contractors to the maximum extent practical
Office	May be tailored in accordance with Chief Information Officer approval of tailored life cycle; may require the use of PTO tools such as RTM and PCMS

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Infrastructure	Full testing, quality assurance, and configuration management using PTO tools such as RTM and PCMS

C.3.12 Program and Project Management

The PTO will require the Contractor to provide project and contract management of deliverables and services, using PTO automated tools such as Microsoft Project or Robins-Gioia's Control and Analysis Tool (CAT) as required. The items to be delivered and the schedule for delivery will be established within the task order(s). The procedures for performing these management tasks are described in the PTO Project Management Manual and include, but are not limited to, the following functions.

C.3.12.1 Management Planning

The PTO will require the Contractor to prepare and deliver management plans at Contract and Task order initiation, negotiate and execute task orders, provide support and data needed for refinement of those plans, and notify PTO of changes and problems. The plans include, but are not limited to, the following.

- (a) The Contractor will prepare, maintain, and execute a Program Management Plan to ensure timely and cost-effective accomplishment of work under this contract and early identification and correction of problems and issues. This plan will describe organization, resources, and management policies and procedures, including subcontractor and Government-provided property management, that the contractor shall employ to meet the cost, performance, and schedule requirements throughout the period of performance.
- (b) The Contractor will prepare and execute a Transition Plan to ensure an orderly phase-in of services and support currently provided to PTO under the incumbent contract and other contracts. This plan will identify the Contractor's Transition Manager and will address how the Contractor shall assume responsibility for services and support. The plan will include facilities implementation, staff training and deployment, and other activities the Contractor deems necessary for successful transition. Throughout transition, the Contractor will prepare a chronology or other appropriate record of lessons learned from transition activities.
- (c) As part of the program planning effort, the Contractor will prepare, maintain, and execute a Contract Risk Management Plan describing risk areas and mitigation activities associated with performance of the collective set of task orders. This plan may be incorporated within the Program Management Plan or may stand alone.

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C.3.12.2 Contract or Task Management

Efforts in this area entail the daily activities required for successful program and project completion. The Contractor shall direct, manage, and administer the accomplishment of all task orders. The Contractor shall be responsible for all Contractor, subcontractor, or vendor personnel and performance, and shall ensure that staff technical proficiency and professional capability are maintained. The Contractor shall deliver periodic and ad hoc, oral, and written, reports summarizing the status of work being performed. The Contractor also shall ensure a complementary interface between Contractor and PTO project management tools and activities (PTO currently uses Control and Analysis Tool (CAT) and Microsoft Project for project management). The items and assistance include, but are not limited to:

- (a) Bi-weekly meetings on status of each Task Order
- (b) Monthly written and oral status reports
- (c) Periodic Program Management Review (PMR) meetings
- (d) RESERVED
- (e) Ad hoc written and oral briefings

The Contractor shall deliver oral and written notice of all problems that impact or potentially impact the contract, deliverables, and/or schedule to the Contracting Officer. This includes:

- (f) Immediate verbal notice of technical problems
- (g) Immediate verbal notice of potential cost overruns and schedule delays
- (h) Immediate verbal notice when 75 percent of the funds allocated have been used on individual task orders and on the entire contract
- (i) Written notices within 24 hours of verbal notices

C.3.12.3 Regulatory Compliance

The PTO will require the Contractor to deliver written and oral responses to assist the PTO in responding to inquiries, questions, reviews, inspections, audits, and/or investigations being conducted by oversight organizations such as the Department of Commerce, General Services Administration, General Accounting Office, Office of Management and Budget, U.S. Congress, and U.S. and international patent organizations.

C.3.12.4 Technical Data Rights

The PTO will require the Contractor to deliver source code and supporting manuals for all developed or modified PTO automated information systems. The PTO will own all technical

data rights to all documents, software, and other material the Contractor develops under this contract, in accordance with the provisions stated in Section H.7 and Section I.1 of this solicitation.

C.3.12.5 Engineering and Other Changes

The PTO will require the Contractor to deliver proposals for changes to the PTO system and/or contract. The items and assistance include, but are not limited to:

- (a) Proposals for engineering and other changes
- (b) Proposals for software process improvements

C.3.12.6 Centralized Program Support

The PTO will require the Contractor to provide general support for the program or for assigned tasks. This encompasses procurement, program management, financial management, contract and subcontract management, administrative, clerical, technical editing, document preparation, and related functions.

The following table highlights anticipated distinctions in the Program and Project Management support to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	None
Legacy	None
Office	None
Infrastructure	None

C.3.13 Other Related System Development and Maintenance Life Cycle Products and Services

The PTO will require the Contractor to provide other, related system development and maintenance life cycle products and services. The items to be delivered and the schedule for delivery will be established within the task order(s). Support includes, but is not limited to, the following functions.

C.3.13.1 Acquisition of Resources

Normally, all acquisition activities will be performed by the PTO. However, if determined to be in the best interest of the Government, PTO will require the Contractor to identify, acquire, test, deliver, and install the incidental (special, one-time, or low-cost) hardware, software, telecommunications, and support resources needed for the development and maintenance of PTO AISs that cannot be provided through existing PTO or Contractor sources. Categories and

examples of the incidental resources that the Contractor may be required to provide are listed below:

- (a) Hardware, such as a personal computer dedicated exclusively to this contract
- (b) Software tools or applications, such as Integrated Computer Aided Software Engineering (ICASE) tools, database management system (DBMS), project management, code and test generators and analyzers, performance monitoring tools, or other software needed exclusively for this contract
- (c) Multiple licenses or a site license may be procured to support concurrent software development and maintenance efforts, as deemed necessary and cost effective.
- (d) Telecommunications, such as modems needed exclusively for this contract
- (e) Support, such as courier services required for the daily delivery of mail. The PTO discourages the use, however, of special courier services for the delivery of late documents. Special courier services must be approved by the COTR or Contracting Officer prior to use.

Please note that the Government will not pay for general office equipment (e.g., personal computer and related office automation software) that is necessary to perform SDM contractor or subcontractor business functions. The only time the Government will consider paying for personal computers and/or software is when it is directly related to a specific development application.

The contractor shall provide justification for all personal computer and/or software purchases that are to be directly charged to the contract; only the Contracting Officer can approve such a purchase.

C.3.13.2 Support Services and Supplies

As directed in specific task orders, the Contractor will be required to provide other support related services and products. The items and assistance include, but are not limited to:

- (a) Studies into unexpected technical problems or advances
 - (1) Written reports and analyses
 - (2) Oral reports and briefings
- (b) Quick Reaction Supplies and Services
 - (1) Special purpose microcomputer hardware or software
 - (2) Special purpose textbooks and technical manuals
 - (3) Specialized training on PTO components
 - (4) Materials for special purpose and emergency briefings
 - (5) Facilities for conferences and meetings that can not be handled by existing PTO or Contractor facilities

- (c) Follow-on Support
 - (1) Consulting services for delivered services and products
 - (2) Expansion of delivered products
- (d) Other Support
 - (1) Participate in Government-led information dissemination activities (e.g., briefings, professional development seminars, conferences) related to contract activities
 - (2) Development and implementation facilities
 - (3) Other support and supplies

The following table highlights anticipated distinctions in Other Related Service support to be provided to each system.

<i>Solicitation System Classification</i>	<i>Differences in Work to be Performed</i>
Enterprise	None
Legacy	None
Office	None
Infrastructure	None

C.4 QUALIFICATIONS OF CONTRACTOR PERSONNEL

This subsection describes the requirements specific to the types of contractor personnel needed and the overall education, experience, skills and knowledge requirements for contractor personnel. Directly applicable experience on systems similar in size and scope to those at or contemplated by the PTO is strongly preferred in terms of both overall requirements and of specific staff positions.

C.4.1 Labor Categories

- (a) PTO estimates a requirement for a total of 600,000 hours of effort to be provided by two contractors for each year in the period of performance. Thus, if two contracts are awarded, PTO estimates each of two contractors would provide 300,000 hours of effort each year, pursuant to the task order allocation provision specified in Section G.8. The exact mix needed across various life cycle activities and for the four system categories (Enterprise, Legacy, Office, and Infrastructure) cannot be precisely predicted. For the base period of the contract, however, PTO estimates that the distribution of effort among the system categories and management (which includes Product Assurance) is as follows:

Enterprise Systems	35 percent
Legacy Systems	25 percent
Office Systems	10 percent
Infrastructure	10 percent
Management	20 percent

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- (b) PTO reserves the right to shift this distribution as needed to fulfill mission objectives in keeping with budgetary constraints.
- (c) The SDM Contractors shall provide technical staff comprised of professionals in program management, technical project leadership, and a range of information systems disciplines. The table below provides labor categories and the estimated total number of hours required per year for the contract for each contractor. It is PTO's intent to allocate these estimated hours equally across two contractors, after initial ramp up, with each contractor providing the following:

<u>Labor Category</u>	<u>Hours each year</u>
Program Manager (Key)	2,000
Project Manager (Key)	4,000
Principal Transition Project Manager (Key)	2,000
Principal Software Engineer (Key)	2,000
Senior Software Engineer	16,000
Junior Software Engineer	6,000
Senior Communications Engineer	8,000
Operations Research Analyst	12,000
Principal Systems Engineer (Key)	2,000
Senior Systems Engineer	16,000
Principal Information Engineer (Key)	2,000
Principal Business Process Engineer (Key)	2,000
Senior Information Engineer/Business Process Engineer	10,000
Junior Information Engineer/Business Process Engineer	6,000
Database Specialist	10,000
Senior Information Systems Specialist	18,000
Junior Information Systems Specialist	6,000
Principal Systems Analyst/Programmer (Key)	2,000
Senior Systems Analyst/Programmer	62,000
Junior Systems Analyst/Programmer	76,000
Systems Programmer	8,000
Subject Matter Specialists	8,000
Library Scientist or Computer Specialist (Document/Technical Publications)	2,000
Technical Writer/Editor	6,000
Administrative and Clerical Staff	12,000
Total	300,000

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The Contractor will be required to provide staff to perform all the work described in previous subsections of this solicitation. The staff provided shall collectively have the education, experience, skills and knowledge, and other qualifications to successfully complete the work in a cost effective manner.

C.4.2 General Personnel Qualifications

C.4.2.1 General Requirements

- (a) All contractor personnel shall have access to word processing and other office automation applications compatible to those used at PTO. Refer to section F.5 for the office automation applications located on PTOnet as of the release of the RFP.
- (b) As specified within task orders, PTO will require contractor personnel, either individually or collectively, who perform life cycle activities for Enterprise Systems to have specific skills/knowledge in Standardized Graphic Markup Language (SGML), Electronic Data Interchange, Optical Character Recognition (OCR), document management systems, image processing, workflow systems, text databases and search engines, image databases, communications protocols, and application programming interfaces (APIs).
- (c) As specified within task orders, PTO will require contractor personnel, either individually or collectively, who perform software maintenance for Legacy Systems to have experience in legacy system maintenance, application monitoring and diagnostic tools, text databases and search engines, image databases, APIs, image processing, SQL, accounting and financial databases, order entry systems, audio response systems, data distribution and photocomposition, and OCR. Contractor software maintenance personnel shall have demonstrated skill and ability in the programming and database languages of the systems to be maintained.
- (d) As specified within task orders, PTO will require contractor personnel, either individually or collectively, who perform life cycle activities for Office Systems to have specific skills/knowledge in local area network (LAN) and desktop COTS architectures, data structures, operating system capabilities, interfaces, programming languages and function libraries; and experience in LAN and desktop COTS integration and application development, including database systems and interfaces with enterprise database management systems.
- (e) As specified within task order(s), PTO will require contractor personnel, either individually or as a group, who perform life cycle activities for Infrastructure Systems to have specific skills/knowledge associated with Enterprise Systems (C.4.2.1(b)), Legacy Systems (C.4.2.1(c)), and/or Office Systems (C.4.2.1(d)).
- (f) Collectively, contractor personnel responsible for performing life cycle activities and engineering support shall possess general technical skills, to include:

- (1) knowledge and experience in business process reengineering principles, methods, and tools
- (2) experience in formulating and implementing software engineering and quality assurance programs
- (3) knowledge and experience in standards-based architectures for common use across an enterprise; knowledge and experience in the specific hardware platforms and architectures the PTO will use for a particular system
- (4) demonstrated ability with client-server systems
- (5) detailed working knowledge and experience in modern software engineering principles, concepts, methodologies, and tools, to include:
 - a. Information engineering
 - b. End-user tools appropriate to the system (e.g., work flow packages, forms management packages)
 - c. Development tools which can package the business area analyses, the data and process information needed for architectural analyses, design, and code development
 - d. Integrated CASE (ICASE) and CASE systems generally, as defined by the life cycle documentation, and as specified in task orders
- (6) knowledge and experience in system development models and process
- (7) knowledge and experience in data and process modeling principles, concepts, methodologies, and tools
- (8) knowledge and experience in data management theory and techniques
- (9) demonstrated ability in information systems development planning, analysis and design, development, test and integration, and transition to operations
- (10) knowledge and experience in interface engineering principles and concepts
- (11) knowledge and experience in the design, development, test and integration, and transition to operations of network-based applications
- (g) The PTO will not provide or pay for training, conferences, or seminars to be given to the contractor personnel in order for them to perform their tasks, with the exception of PTO-specific and specialized training not obtainable outside the PTO (e.g., patent examination process class). The contractor is expected to provide trained, knowledgeable

personnel according to the requirement of the Task Order. If it is determined during the performance of the Task Order that training, conferences, or seminars not specified in the Task Order is required, only the Contracting Officer may approve that training.

C.4.2.2 Education

- (a) The contractor shall supply personnel meeting the educational qualifications specified for each labor category.
- (b) All degrees must be from a fully accredited college or university, or candidate must be prepared to show that degrees from other institutions are equivalent or better.
- (c) PTO will consider, on a case-by-case basis, acceptance of personnel whose degree(s) do(es) not fall within the fields specified within each labor category description. The contractor shall clearly identify that the individual's degree field does not meet PTO specifications, and shall provide justification supporting a request for a waiver from the degree field specification for that individual.
- (d) Substitution of experience for education, and education for experience, is allowed as follows:
 - (1) Experience may be substituted for education when that experience is specialized, hands-on, and directly related to functions to be performed in a particular work area. Such experience may be substituted for education as follows:
 - a. 6 years of experience represents a Bachelor's degree
 - b. 3 years of experience plus a Bachelor's degree represents a Master's degree
 - (2) No substitution of experience for a Bachelor's degree may be made when the education requirement specifies Master's degree. Experience used to substitute for education shall be in addition to experience required for the position.

C.4.2.3 Experience

Directly related college study resulting in a degree may be substituted for experience as follows:

- (a) 1 year of college represents 9 months of general experience
- (b) 3 years of college represents 2 years of general experience
- (c) A Master's degree may be substituted for one year of experience if the education requirement specifies Bachelor's degree.

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C.4.2.4 Key Personnel

- (a) Key personnel shall be full time on this contract. In accordance with Section H, key personnel shall include:
- (1) Program Manager
 - (2) Two (2) Project Managers qualified to oversee multiple projects/tasks in a combination of work areas
 - (3) Principal Project Manager for transition (to manage phase-in from existing contracts, and implementation and transition of existing systems to future systems)
 - (4) Principal Software Engineer
 - (5) Principal Systems Engineer
 - (6) Principal Information Engineer
 - (7) Principal Business Process Engineer
 - (8) Principal Systems Analyst/Programmer
- (b) All key personnel must have at least 3 years experience managing work similar to that of this contract in their respective area.

C.4.3 Specific Personnel Qualifications

The following labor categories and functional requirements have been provided for evaluation purposes. Please note that the titles of these categories are illustrative only. It is not required that the Contractor provide personnel with these exact titles; rather, personnel shall meet the requirements listed below.

The following definitions apply to the labor category descriptions:

- (a) **General Experience:** Minimum years in information technology functions or related labor category positions.
- (b) **Specific Experience:** Minimum experience required related to the particular labor skill category and level. This experience is not in addition to, but is part of, the minimum experience required in General Experience.

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C.4.3.1 Program Manager (KEY PERSONNEL)**General Description**

An individual who is extremely knowledgeable and skilled in managing substantial contract support services involving multiple projects and personnel. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, Electrical Engineering, Information Systems Management, Business Administration or other related discipline.

General Experience

15 years of general and progressively-responsible experience managing information systems design, development, implementation, and operation.

Specific Experience

At least 10 years of specialized experience in systems development, from inception to deployment; and demonstrated ability to provide guidance and direction in the tasks similar to the sample tasks provided in the statement of work. At least 5 years experience managing similar multi-task contracts of this type and complexity, and proven expertise in the management and control of resources. At least 4 years experience supervising personnel. Thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management. Experience and knowledge in subcontractor management, quality assurance metrics and techniques, and configuration management tools.

Function

Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract. Organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the Contracting Officer, COTR, Government management personnel, and customer agency representatives; ensures compliance with Federal rules and regulations. Shall have demonstrated communications skills with all levels of management. Establishes and alters (as necessary) management structure to effectively direct contract support activities. Meets and confers with PTO management and technical personnel regarding the status of specific Contractor activities and problems, issues, or conflicts requiring resolution. Shall be capable of negotiating and making binding decisions for the company.

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C.4.3.2 Project Manager (KEY PERSONNEL)**General Description**

An individual who is extremely knowledgeable and skilled in managing substantial contract support services involving multiple projects and personnel. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, other related engineering or technical discipline, or Business Administration.

General Experience

10 years of general and progressively-responsible experience managing information systems design, development, and maintenance. 6 years of general and progressively responsible experience in technical management and project planning for similar multi-task contracts, and proven expertise in the management and control of resources.

Specific Experience

At least 6 years of specialized experience in systems development and management of similar information systems. At least 3 years experience managing similar multi-task contracts. At least 4 years experience supervising personnel. Thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management. Experience and knowledge in subcontractor management, quality assurance metrics and techniques, and configuration management tools.

Function

Provides competent leadership and responsible project direction through successful performance of a variety of detailed, diverse elements of system development and maintenance. Simultaneously plans, manages, supervises, and provides technical oversight for multiple highly technical projects/tasks. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives. Shall be capable of negotiating and making binding decisions for the company on actual Task Orders under this contract.

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C.4.3.3 Principal Transition Project Manager (KEY PERSONNEL)**General Description**

An individual who is extremely knowledgeable and skilled in managing the transition of multiple projects and personnel. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, other related engineering or technical discipline, or Business Administration.

General Experience

10 years of general and progressively responsible experience managing information systems design, development, and transition. 6 years of general and progressively responsible experience in technical management and project planning for similar multi-task contracts, and proven expertise in the management and control of resources.

Specific Experience

At least 6 years of specialized experience in transition of similar information systems. At least 4 years experience supervising personnel. At least 3 years experience managing similar multi-task contracts. Thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management. Experience and knowledge in subcontractor management, quality assurance metrics and techniques, and configuration management tools.

Function

Provides competent leadership and responsible project direction through successful performance of a variety of detailed, diverse elements of project transitioning. Simultaneously plans, manages, supervises, and provides technical oversight for the transition of multiple highly technical projects. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives. Shall be capable of negotiating and making binding decisions for the company on actual Task Orders under this contract.

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C.4.3.4 Principal Software Engineer (KEY PERSONNEL)**General Description**

An individual who is extremely knowledgeable and skilled in all phases of software engineering. Has extensive experience in the specific software engineering discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing software engineering and design. 4 years of general and progressively responsible experience in technical management and project planning for software engineering tasks. Proven ability to work independently or under only general direction on complex information engineering problems; may work as a team member.

Specific Experience

At least 5 years specialized experience in all aspects of system engineering, to include those required by an actual task order proposal. At least 4 years experience supervising personnel. At least 3 years managing software engineering work similar to that of this contract. At least 2 years specialized experience with software metrics and system effectiveness measurement tools, and process/data modeling methods and tools. Thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides competent leadership, and highly specialized and technical guidance, to complex software engineering challenges. Simultaneously plans, manages, and provides technical oversight for software engineering activities, including analysis and design; software development cost and schedule estimation; use of accepted software engineering practices, design techniques, and tools; and review of legacy systems. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Project Manager to ensure problem resolution and customer satisfaction. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives. May be capable of negotiating and making binding decisions for the company on contract Task Orders.

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C.4.3.5 Senior Software Engineer**General Description**

An individual who is very knowledgeable and skilled in all aspects of software engineering. Has substantive experience in the specific software engineering discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing software engineering and design. Demonstrated ability to work independently or under only general direction on complex information engineering problems; may work as a team member.

Specific Experience

At least 5 years specialized experience in all aspects of software engineering, to include those required by an actual task order proposal. At least 2 years specialized experience with software metrics and system effectiveness measurement tools, and process/data modeling methods and tools. Understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides highly technical and specialized guidance, and solutions to, complex software engineering challenges. Performs software engineering analysis and design; estimates software development costs and schedule; leads system design, development, and integration activities using accepted software engineering practices (e.g., Failure Mode, Effect, and Criticality Analysis (FMECA), metrics and measurement), design techniques, and CASE/ICASE tools; reviews legacy systems and assists in making refinements, reducing operating time, and improving current techniques; and designs and implements software tools and subsystems. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

Examples

Quality Assurance or Configuration Management Specialist

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C.4.3.6 Junior Software Engineer**General Description**

An individual knowledgeable in software engineering. Has experience in the specific software engineering discipline(s) described in an actual task order proposal. Demonstrates good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Information Engineering, or other related engineering or technical discipline.

General Experience

4 years of general and progressively responsible experience performing software engineering and design.

Specific Experience

At least 3 years of specialized in highly specialized information processing disciplines involving a range of hardware and software solutions. At least 2 years of concentrated, hands-on experience in software engineering, to include the specific discipline(s) required by an actual task order proposal.

Function

Provides technical and specialized solutions to complex software engineering challenges, and provides support to the less technical disciplines such as data entry and verification. Performs software engineering analysis and design; estimates software development costs and schedule; leads system design, development, and integration activities using accepted software engineering practices (e.g., Failure Mode, Effect, and Criticality Analysis (FMECA), metrics and measurement), design techniques, and CASE/ICASE tools; reviews legacy systems and assists in making refinements, reducing operating time, and improving current techniques. Typically required to work as a team member under the close supervision and direction of senior personnel. May interface with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

000069

C.4.3.7 Senior Communications Engineer**General Description**

An individual who is very knowledgeable and skilled in all aspects of telecommunications (e.g., hardware, software, and networks). Has substantive experience in the specific telecommunications discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Electrical Engineering, Telecommunications or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience in all aspects of network and computer communications hardware, software, and networks. Demonstrated ability to work independently or under only general direction on complex telecommunications problems; may work as a team member.

Specific Experience

At least 5 years specialized and direct experience in analyzing, designing, developing, and testing similar communication technologies and networks; using and implementing network and communications standards; and identifying and resolving communications hardware, software, or network problems. At least 3 years in technical leadership capacity on similar efforts, and concentrated, hands-on experience in all aspects of the specific telecommunications area(s) required by an actual task order proposal. Understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides competent leadership, and highly technical and specialized guidance and solutions, to complex telecommunications challenges. Analyzes network and computer communications hardware and software characteristics; recommends equipment and network procurement, removals, and modifications; adds, deletes, and modifies (as required) host, terminal, and network devices; analyzes and implements communications standards and protocols according to requirements; designs and optimizes network configurations; and plans installations, transitions, and cutovers of network components and capabilities. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

000070

C.4.3.8 Operations Research Analyst**General Description**

An individual who is very knowledgeable and skilled in all aspects of operations research analysis. Has substantive experience in the specific operations research discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, Operations Research, Information Systems, Mathematics, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing operations research analyses. Demonstrated ability to work independently or under only general direction on complex operations research problems; may work as a team member.

Specific Experience

At least 5 years specialized experience in all aspects of operations research, to include those required by an actual task order proposal. 2 years specialized experience with similar architectural and operational concepts (e.g., POSIX, GOSIP, CASE, SGML), simulation and modeling, software metrics and system effectiveness measurement tools, and process/data modeling methods and tools. Understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides highly technical and specialized guidance, and solutions to, complex operations research challenges. Performs analyses, studies, and reviews for architecture and system life cycle activities; performs quantitative studies of system performance and work flow metrics, including the economic costs and benefits of information technology and work processes; and evaluates analytically and systematically problems and develops appropriate corrective action. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

000071

C.4.3.9 Principal Systems Engineer (KEY PERSONNEL)**General Description**

An individual who is extremely knowledgeable and skilled in all phases of systems engineering. Has extensive experience in the specific system engineering discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, Operations Research, Information Systems, Mathematics, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing computer systems architecture and engineering. Proven ability to work independently or under only general direction; may work as a team member.

Specific Experience

At least 5 years specialized experience in all aspects of system engineering, to include those required by an actual task order proposal. At least 4 years experience supervising personnel. At least 3 years managing systems engineering work similar to that of this contract. At least 2 years specialized and direct experience with required architectural and operational concepts (e.g., POSIX, CASE, SGML), simulation and modeling, and software metrics and system effectiveness measurement tools. Thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides competent leadership, and highly specialized and technical guidance, to complex system engineering challenges. Simultaneously plans, manages, and provides technical oversight for system engineering activities. Ensures systems and applications are compliant with standards for open systems architectures, reference models, and profiles; and establishes and directs Quality Assurance and Configuration Management activities program-wide. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Project Manager to ensure problem resolution and customer satisfaction. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives. May be capable of negotiating and making binding decisions for the company on contract Task Orders.

000072

C.4.3.10 Senior Systems Engineer**General Description**

An individual who is very knowledgeable and skilled in all aspects of system engineering. Has substantive experience in the specific system engineering discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, Operations Research, Information Systems, Mathematics, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing computer systems architecture and engineering. Demonstrated ability to work independently or under only general direction; may work as a team member.

Specific Experience

At least 5 years specialized experience in all aspects of system engineering, to include those required by an actual task order proposal. 2 years specialized and direct experience with similar architectural and operational concepts (e.g., POSIX, GOSIP, CASE, SGML), simulation and modeling, software metrics and system effectiveness measurement tools, and process/data modeling methods and tools. At least 3 years in technical leadership capacity on similar efforts. Understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides highly technical and specialized guidance, and solutions to, complex system engineering challenges. Performs analyses, studies, and reviews for architecture, standards, and system life cycle activities; evaluates analytically and systematically problems of workflows, organization, planning, interoperability, portability, and scalability and develops appropriate corrective action; and ensures systems and applications are compliant with standards for open systems architectures, reference models, and profiles as they apply to the specification and implementation of solutions on the application platform, across the application program interface, and the external environment/software application. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

000073

C.4.3.11 Principal Information Engineer (KEY PERSONNEL)**General Description**

An individual who is extremely knowledgeable and skilled in all phases of information engineering. Has extensive experience in the specific information engineering discipline(s) described in an actual task order proposal. Demonstrates exceptional oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, Information Engineering, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing information systems development, functional and data requirements analysis, information engineering, and systems analysis and design. Proven ability to work independently or under only general direction on complex information engineering problems; may work as a team member.

Specific Experience

At least 4 years specialized experience managing the implementation of information engineering projects, and using data and process modelling. At least 4 years experience supervising personnel. 2 years specialized and direct experience using information engineering techniques for similar efforts. Experience in the use of information engineering and business process reengineering tools. Thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides competent leadership, and highly specialized and technical guidance, to complex information engineering challenges. Simultaneously plans, manages, and provides technical oversight for information engineering activities. Directs completion of tasks within estimated time frames and budget constraints. Applies an enterprise-wide set of disciplines for the planning, analysis, design, and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise; performs enterprise-wide strategic systems planning, business information planning, and business analysis; performs data and process modelling using both manual and automated tools; applies reverse engineering and reengineering disciplines; performs in-depth reengineering analyses of existing work flow and information systems, designing alternative approaches; and provides technical guidance in software engineering techniques and automated support tools. Coordinates with the Program Manager and Project Manager to ensure problem resolution and customer satisfaction. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives. May be capable of negotiating and making binding decisions for the company on actual Task Orders under this contract.

000074

C.4.3.12 Principal Business Process Engineer (KEY PERSONNEL)**General Description**

An individual who is extremely knowledgeable and skilled in all phases of business process reengineering. Has extensive experience in the specific business process reengineering discipline(s) described in an actual task order proposal. Demonstrates exceptional oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, Information Engineering, Information Systems, Management Information Systems, Business Administration, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing information systems development, functional and data requirements analysis, information engineering, and systems analysis and design. Proven ability to work independently or under only general direction on complex information engineering problems; may work as a team member.

Specific Experience

At least 4 years specialized experience managing business process reengineering projects, to include planning for and implementing transition. At least 4 years experience supervising personnel. 2 years specialized and direct experience using business process reengineering and change management techniques for similar efforts. Experience in the use of business process reengineering and information engineering tools. Thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides competent leadership, and highly specialized and technical guidance -- covering a range of modeling, analytical, and decision/group meeting support tools and techniques -- to complex business process reengineering challenges. Simultaneously plans, manages, and provides technical oversight for business process reengineering activities. Facilitates and leads reengineering or visioning sessions, as required; directs staff of facilitators working on specific business process reengineering projects; and directs completion of tasks within estimated time frames and budget constraints. Performs enterprise-wide strategic planning, business information planning, and business analysis; conducts data and process modelling using both manual and automated tools; establishes and applies metrics; performs in-depth reengineering analyses of existing work flow and information systems, designing alternative approaches; conducts economic, benchmarking, and best practices analyses; and applies proven human resource change management techniques to affected areas. Coordinates with the Program Manager and Project Manager to ensure problem resolution and customer satisfaction. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives. May be capable of negotiating and making binding decisions for the company on actual Task Orders under this contract.

000075

C.4.3.13 Senior Information Engineer/Business Process Engineer

This labor category description covers two types of personnel -- one whose principle role is of an information engineering nature, and one whose principle role is of a business process reengineering nature. PTO does not require that the same individual possess experience and skills related to both roles.

General Description

An individual who is very knowledgeable and skilled in all phases of information engineering or business process reengineering. Has substantive experience in the specific information engineering or business process reengineering discipline(s) described in an actual task order proposal. Demonstrates excellent oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, Information Engineering, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing information systems development, functional and data requirements analysis, information engineering, and systems analysis and design. Demonstrated ability to work independently or under only general direction on complex information engineering or business process reengineering problems; may work as a team member.

Specific Experience

At least 4 years specialized experience in all aspects of information engineering or business process reengineering, to include those required by an actual task order proposal. 2 years specialized and direct experience using business process reengineering or information engineering techniques for similar efforts. At least 3 years in technical leadership on similar projects. Experience in the use of business process reengineering or information engineering tools. Understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides highly technical and specialized guidance, and solutions to, complex information engineering or business process reengineering challenges requiring a range of modeling, analytical, and decision/group meeting support tools and techniques. Applies information engineering or business process reengineering methodologies/principles; facilitates decision/group meetings, applying change management techniques as appropriate; performs, as appropriate, strategic planning, visioning, activity and data modelling, transaction flow analysis, internal control and risk analysis, economic analysis, benchmarking, best practices analysis, and modern business methods and performance measurement techniques using both manual and automated tools; develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems; assists in performing in-depth reengineering analyses of existing work flow and information systems, designing alternative approaches; and performs reverse engineering and reengineering activities. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

Examples

Facilitator, Senior Business Engineer

000076

C.4.3.14 Junior Information Engineer/Business Process Engineer

This labor category description covers two types of personnel -- one whose principle role is of an information engineering nature, and one whose principle role is of a business process reengineering nature. PTO does not require that the same individual possess experience and skills related to both roles.

General Description

An individual knowledgeable in information engineering or business process reengineering. Has experience in the specific information engineering or business process reengineering discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Information Engineering, or other related engineering or technical discipline.

General Experience

4 years of general and progressively responsible experience performing information processing, information engineering, or business process reengineering.

Specific Experience

At least 3 years of specialized experience in highly specialized information processing disciplines involving a range of hardware and software solutions. At least 2 years of concentrated, hands-on experience in the information engineering or business process reengineering life cycle, to include the specific discipline(s) required by an actual task order proposal. At least 2 years of concentrated experience in documenting information engineering or business process reengineering results.

Function

Provides technical and specialized solutions to complex information engineering or business process reengineering challenges, and provides support to the less technical disciplines such as tool operation, data entry and verification, and media duplication. Performs information engineering or business process reengineering practices and analysis; comprehends business-oriented concepts and "translates" concepts, populating automated tools with the "translated" information; performs, as appropriate, strategic planning, visioning, activity and data modelling, transaction flow analysis, internal control and risk analysis, economic analysis, benchmarking, best practices analysis, and modern business methods and performance measurement techniques using both manual and automated tools; participates in performing in-depth reengineering analyses of existing work flow and information systems, designing alternative approaches; and performs assigned reverse engineering and reengineering activities. Typically required to work as a team member under the close supervision and direction of senior personnel. May interface with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

Examples

Junior Business Area Analysis Specialist
Junior Business System Design Specialist
Information Engineering Tool Operator
Business Process Reengineering Tool Operator

000077

C.4.3.15 Database Specialist**General Description**

An individual who is very knowledgeable and skilled in all phases of database management systems design, construction, and operation. Has substantive experience in the database work described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the fields of Computer Science, Computer Engineering, Library Science, Information Engineering, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing database development, database requirements analysis, information engineering, and systems analysis and design. Demonstrated ability to work independently or under only general direction on complex database problems; may work as a team member.

Specific Experience

At least 4 years specialized experience in all aspects of database systems, to include those required by an actual task order proposal. 2 years direct, in-depth experience with commercial database software. At least 3 years in technical leadership on similar projects.

Function

Provides highly technical and specialized guidance, and solutions to, complex database management challenges. Applies analysis methodologies and principles; applies, as appropriate, activity and data modelling, and modern performance measurement techniques; develops and applies predictive models for use in planning, designing, and building integrated, shared software and database management systems. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

Examples

Database Analyst
Database Designer
Database Administrator

000078

C.4.3.16 Senior Information Systems Specialist**General Description**

An individual who is very knowledgeable and skilled in all aspects of information systems. Has extensive experience in the specific information systems discipline(s) described in an actual task order. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Information Systems, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience in the field of information processing or information systems planning, design, and development. Demonstrated ability to work independently or under only general direction on complex information systems problems; however, may also work as a member of a team.

Specific Experience

At least 6 years specialized and direct experience developing functional requirements for complex, integrated automated information systems; and performing life cycle systems analyses, studies, and reviews. At least 6 years of specialized experience in numerous, highly specialized, information processing disciplines involving a wide range of hardware and software solutions. At least 3 years in technical leadership capacity on similar efforts. At least 4 years of concentrated, hands-on experience in all aspects of the specific information systems disciplines required by an actual task order proposal. Demonstrated experience in joint application development, and rapid prototyping and CASE technology concepts and techniques. Understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides competent leadership, and highly technical and specialized guidance, to complex information systems challenges. Performs system life cycle analyses, studies, and reviews (includes requirements determination, vendor surveys, and acquisition assistance for incidental resources); and supports system deployment, to include installation, checkout, testing, and transition to operations. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

000079

C.4.3.17 Junior Information Systems Specialist**General Description**

An individual knowledgeable in information systems. Has experience in the specific information systems discipline(s) described in an actual task order proposal. Demonstrates good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Information Systems, or other related engineering or technical discipline.

General Experience

4 years of general and progressively responsible experience in information processing or information systems planning, design, and development.

Specific Experience

At least 3 years specialized experience in information processing disciplines involving a range of hardware and software solutions. At least 2 years of concentrated experience in the specific discipline(s) required by an actual task order proposal. At least 2 years of concentrated experience in documenting information systems discipline(s) results. Demonstrated experience in joint application development, and rapid prototyping and CASE technology concepts and techniques.

Function

Performs system life cycle analyses, studies, and reviews (includes requirements determination, vendor surveys, and acquisition assistance for incidental resources); applies process improvement and business reengineering methodologies and principles to conduct process modernization projects; develops process and data models for use in designing and building integrated, shared software and database management systems; and supports system deployment, to include installation, checkout, testing, and transition to operations. Typically required to work under the close supervision and direction of senior personnel. Works independently or as a member of a team. May interface with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

000080

C.4.3.18 Principal Systems Analyst/Programmer (KEY PERSONNEL)**General Description**

An individual who is extremely knowledgeable and skilled in all aspects of information systems analysis and programming. Has extensive experience in the specific analysis and programming discipline(s) described in an actual task order. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Information Systems, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing systems analysis and programming. Proven ability to work independently or under only general direction on complex information systems problems; may also work as a member of a team.

Specific Experience

At least 6 years specialized and direct experience in numerous information processing disciplines involving a wide range of hardware and software solutions, to include data base management and use of programming languages such as Cobol, 4GL, and object-oriented. At least 4 years experience supervising personnel. At least 4 years of concentrated, hands-on experience in all aspects of the specific systems analysis and programming disciplines required by an actual task order proposal. At least 3 years managing systems analysis/programming work similar to that of this contract. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging activities. Thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides competent leadership, and administrative direction, to complex information systems challenges. Simultaneously plans, manages, and provides technical oversight for system analysis and software development activities. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Project Manager to ensure problem resolution and customer satisfaction. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives. May be capable of negotiating and making binding decisions for the company on actual Task Orders under this contract.

000081

C.4.3.19 Senior Systems Analyst/Programmer**General Description**

An individual who is very knowledgeable and skilled in all aspects of information systems analysis and programming. Has substantive experience in the specific analysis and programming discipline(s) described in an actual task order. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Information Systems, or other related engineering or technical discipline.

General Experience

8 years of general and progressively responsible experience performing systems analysis and programming. Demonstrated ability to work independently or under only general direction on complex problems; may also work as a member of a team.

Specific Experience

At least 6 years specialized and direct experience in numerous information processing disciplines involving a wide range of hardware and software solutions, to include data base management and use of programming languages such as Cobol, 4GL, and object-oriented. At least 4 years of concentrated, hands-on experience in all aspects of the specific systems analysis and programming disciplines required by an actual task order proposal. At least 3 years in technical leadership capacity on similar efforts. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging activities. Understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management.

Function

Provides competent leadership, and highly technical and specialized guidance, to complex information systems challenges. Analyzes, designs, codes, and tests system software components, databases, and applications possessing a wide range of capabilities. Develops plans; analyzes the problem and information to be processed; defines the problem, and develops system requirements and program/technical specifications; develops programs; tests, debugs, and refines the software; prepares program- and customer-level documentation; enhances and maintains software; and provides technical direction to junior programmers. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

000082

C.4.3.20 Junior Systems Analyst/Programmer**General Description**

An individual knowledgeable in systems analysis and programming. Has experience in the specific analysis and programming discipline(s) described in an actual task order proposal. Demonstrates good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Information Systems, or other related engineering or technical discipline.

General Experience

4 years of general and progressively responsible experience in systems analysis/programming.

Specific Experience

At least 3 years specialized experience in analysis and programming disciplines involving a range of hardware and software solutions. At least 2 years of concentrated experience in the specific discipline(s) required by an actual task order proposal, and 1 year of design and programming of moderately complex information systems. Demonstrated experience in rapid prototyping and CASE technology concepts and techniques.

Function

Performs analysis, design, coding, and testing for system software components, databases, and applications possessing a wide range of capabilities (e.g., engineering, business, and records management functions); develops requirements and technical specifications; prepares program-level and customer-level documentation; assists senior analysts in preparing input and test data for the proposed system; and enhances and maintains software. Typically required to work under the close supervision and direction of senior personnel. Works independently or as a member of a team. May interface with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

C.4.3.21 Systems Programmer**General Description**

An individual who is very knowledgeable and skilled in all aspects of systems programming. Has substantive experience in the specific systems programming discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Information Systems, or other related technical discipline.

General Experience

6 years of general and progressively responsible experience performing systems programming. Demonstrated ability to work independently or under only general direction on complex information systems problems; may also work as a member of a team.

Specific Experience

At least 4 years specialized and direct experience analyzing and programming of operating systems, and at least 4 years of concentrated, hands-on experience in all aspects of the specific systems programming disciplines required by an actual task order proposal.

Function

Provides competent leadership, and highly technical and specialized guidance, to complex systems programming challenges. Performs analysis, design, coding, and testing of operating system and utility program components of automated information systems; and modifies and maintains existing software as well as creates special-purpose software to endure efficiency and integrity between systems and applications. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

000084

C.4.3.22 Subject Matter Specialists**General Description**

An individual whose knowledge and skills are applicable to an actual Task Order proposal and so recognized in the professional community that the Government is able to qualify the individual as an expert in the field. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in appropriate subject matter fields or related disciplines, as defined within the task order.

General Experience

6 years of general and progressively-responsible subject matter experience, as required by an actual task order, in similar federal work environments.

Specific Experience

At least 4 years of concentrated, hands-on experience in the specific discipline of the subject matter field required by an actual task order.

Function

Performs as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, and finance. Provides highly technical and/or specialized guidance concerning automation solutions to complex information processing problems related to the subject matter field; performs analyses and studies; prepares reports and gives presentations; works independently or as a member of a team. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

Examples

- Federal Personnel Expert
- Training Expert
- Patent or Trademark Attorney
- Financial Expert
- Organizational Development Expert
- Software/hardware Contracting Expert

000085

C.4.3.23 Library Scientist or Computer Specialist (Document/Technical Publications)**General Description**

An individual who is knowledgeable in information search and retrieval. Has substantive experience in the specific library science discipline(s) described in an actual task order proposal. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the fields of Library Science, Information Systems, Computer Science, and related technical disciplines.

General Experience

6 years of general and progressively responsible experience in the field of library science and/or information search and retrieval. Demonstrated ability to work independently or under only general direction on complex information systems problems; may also work as a member of a team.

Specific Experience

At least 4 years of concentrated, hands-on experience in all aspects of information search and retrieval disciplines required by an actual task order proposal, to include search mechanisms, commercial retrieval systems and software, and commercial information services.

Function

Provides highly technical and specialized guidance to complex information retrieval challenges. Plans information systems and services; performs analysis and design of information search and retrieval systems, to include writing customer requirements, technical requirements, and technical/system specifications; and analyzes retrieval systems for multiple-format materials. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

C.4.3.24 Technical Writer/Editor**General Description**

An individual who is extremely knowledgeable and skilled in technical documentation and presentation techniques, to include technical writing, technical proofreading, and technical editing. Demonstrates excellent command and articulation of the English language. Has superior grammatical skills.

Education

A Bachelor's degree in the fields of Information Systems, or English/Writing supplemented by formal courses in Management Information Systems, Computer Science, and related technical disciplines.

General Experience

6 years of general and progressively responsible experience in technical writing and document preparation. Demonstrated ability to work independently or under only general direction.

Specific Experience

At least 4 years of specialized experience in information systems technical writing and document preparation.

Function

Assists in collecting and organizing information required for preparation of deliverables; ensures the use of proper technical terminology; performs technical writing, editing, proofreading, and integration of computer-based material to produce document deliverables; and translates technical information into clear, readable documents to be used by technical and non-technical personnel. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Contractor management and Government representatives.

C.4.3.25 Administrative/Clerical Staff**General Description**

An individual knowledgeable in computer-based documentation and presentation techniques, technical typing, and word processing. Demonstrates excellent command and articulation of the English language. Has superior grammatical skills.

Education

High school or equivalent. Trained to use a microcomputer and commonly accepted software packages for word processing, spreadsheets analysis, and data base management; and use other office equipment such as facsimile machines and copiers. Graphics person(s) should also be trained to use commercial graphics software such as Microsoft PowerPoint.

General Experience

3 years of general and progressive experience in information systems technical typing and documentation.

Specific Experience

Graphics person(s) should have at least two years experience in developing graphics/artistic presentations for publications and documents (preferably technical documentation). Experience with desktop publishing software is desirable.

Function

Supports the development of all contract deliverables, to include the preparation of documentation to be furnished as deliverable(s). Provides administrative support such as technical typing, editing of word processing and other computer manuscripts, integration of various sources into a cohesive product which will be delivered as computer-based magnetic media, preparation of graphical and narrative presentation material. Works as part of a team.

C.5 MEETINGS

C.5.1 The PTO will conduct three types of regularly scheduled meetings:

- (a) Weekly meeting with COTR and other CIO staff to discuss contractual issues, task order status, other high level issues, etc.
- (b) Comprehensive Status Review, which is an in-depth review of all of the on-going task orders, held at least twice every Award Fee Period. The COTR will determine the date/time for the review and will also determine if additional reviews are required. The Contractor will provide data for the review, as specified by the COTR.
- (c) Each Task Manager holds status meetings with their contractor counterparts on a regular basis (depends on the type of task order -- discrete development task orders require more regular status meetings)

C.5.2 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; and
- (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 necessary technical personnel associated with the project work areas which are related to the topics that are listed in the proposed agenda.

C.5.3 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. Due to mission critical functions to be performed under this contract, the contractor shall be able to attend any meeting called by the PTO when given a 30 minute advance notice of such a meeting. As specified in each task order, the Contractor shall prepare and submit written minutes of all meetings in accordance with the format and criteria contained in Section J "Minutes for Meetings" (MTGMIN.DOC).

C.6 BRIEFINGS

The Contractor shall prepare and present briefings to the Government on the results of efforts undertaken under this contract. Schedules for presentation of these briefings will be specified in task orders.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

- D.1.1 All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and insure safe and timely delivery at the destination, in accordance with applicable security requirements.
- D.1.2 Cover letters and deliverables are to be assembled together in one complete package. Cover letters are **not** to be submitted separately without the deliverables.
- D.1.3 All deliverables shall be accompanied by a Receipt for Documentation (refer to Section J for the format). The PTO will date/time stamp the receipt and return it to the Contractor for their records.
- D.1.4 **PROCUREMENT SENSITIVE MATERIALS** -- All procurement sensitive documents delivered to the PTO shall be bound under a red cover for easy identification. Procurement sensitive deliverables must be packaged for delivery in a sealed, addressed envelope or box (using the Receipt for Documentation). The envelope or box must be stamped with the procurement sensitive notification. Delivery of procurement sensitive deliverables shall follow the same procedures used for other contract correspondence/deliverables.
- D.1.5 Other special packaging provisions may be specified in any Task Order issued under this contract.

D.2 MARKING

- D.2.1 The contractor shall ensure that all invoices, correspondence, and deliverables are identified with a document control number. The document control number shall identify the contractor and the calendar year, and provide a unique number as identification for the document. For example: XXAA-95-005.
- D.2.2 **PROPRIETARY OR SENSITIVE MATERIAL** -- The contractor shall isolate all material which it asserts is "proprietary" or "sensitive," and shall provide that material within an appendix or appendices. This isolation includes both material for which the contractor asserts its own rights and material which the contractor asserts is proprietary to other vendor or vendors. The contractor shall appropriately mark that appendix or those appendices; the contractor shall not mark any other pages of the document deliverables. The contractor shall refer the reader, in the main text, to the appendix or appendices. The contractor shall mark the cover of each and every document deliverable with a statement. That cover statement shall: 1) state that there is no proprietary content on unmarked pages; 2) identify the appendix or appendices which contain proprietary content; 3) state the PTO has complete freedom to distribute the document, without the marked parts, to anyone whomsoever, including other companies, foreign governments, foreign nationals, and academia; 4) state that the contractor assumes full responsibility for the

correct isolation of proprietary content of the marked appendix or appendices. Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "After x years, this information is no longer considered sensitive, and may be freely distributed or disposed"). This requirement applies to all tasks under this contract.

D.2.3 **PROCUREMENT SENSITIVE MATERIAL** -- The contractor shall be responsible for identifying all procurement sensitive documentation. All procurement sensitive documentation shall be properly marked with a statement that the document contains procurement sensitive information.

D.2.4 All deliverables prepared and submitted by the contractor to the Government shall include the following information on the cover page of each document:

- (a) Document control number
- (b) Contract number
- (c) Task order number
- (d) Task number
- (e) Activity Number
- (f) Deliverable Number
- (g) Deliverable ID
- (h) CDRL Number or TSG Number
- (i) Date of document
- (j) Cover statement, as required by D.2.2, that shall:
 - (1) state that there is no proprietary content on unmarked pages;
 - (2) identify the appendix or appendices which contain proprietary content;
 - (3) state the PTO has complete freedom to distribute the document, without the marked parts, to anyone whomsoever, including other companies, foreign governments, foreign nationals, and academia; and
 - (4) state that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices.

- (k) Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "After x years, this information is no longer considered sensitive, and may be freely distributed or disposed").

D.3 SPECIAL DISTRIBUTION REQUIREMENTS

- (a) There is to be only one delivery of documents each business day. Documents shall be delivered no later than 2:00 p.m. each business day. Once the contractor selects the time that best suits their needs, delivery shall be made at that time. The contractor shall be responsible for providing a courier to deliver correspondence/deliverables daily and to pickup correspondence going back to the Contractor.
- (b) The contractor is required to provide the original report or deliverable to the Contracting Officer, delivered directly to the Information Technology Contracts Office.
- (c) Remaining copies of the original report or deliverable are delivered to a PTO-specified location within the Crystal City complex. PTO will distribute the copies as follows:
 - (1) 1 copy is designated to the COTR
 - (2) 1 copy is designated for Contract Files (hard and soft copy will be maintained in the files)
 - (3) Remaining copies, as specified within an individual task order, will be distributed to the Task Order Manager for distribution to appropriate PTO staff.

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- 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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-3	INSPECTION OF SUPPLIES COST-REIMBURSEMENT	APR 1984
52.246-5	INSPECTION OF SERVICES COST-REIMBURSEMENT	APR 1984

E.2 GENERAL

- E.2.1 The contractor shall provide all deliverables by the date specified in each task order.
- E.2.2 All written deliverables shall adhere to provisions covering format, structure, style, and overall presentation as set forth in reference manuals such as the "U.S. News & World Report Stylebook for Writers and Editors," "The Prentice-Hall Handbook for Writers," or other contractor-specified reference material. The contractor shall ensure that each deliverable is complete and thorough; structured in a clear, logical fashion; concisely written; and complies with applicable writing style rules.
- E.2.3 The contractor shall certify in writing to the Contracting Officer's Technical Representative (COTR) that the deliverable is complete and ready for inspection and acceptance in accordance with contractual specifications (as identified within this solicitation, the Task Order, and the contractor's proposal) on or before the delivery date specified in any Task Order issued under this contract.

E.3 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

- E.3.1 The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- E.3.2 Deliverables will be accepted or rejected by a COTR. The COTR will be appointed by the Contracting Officer and identified in any Task Order issued under this solicitation.
- E.3.3 All reports, documents, and narrative-type deliverables (except as specified within an individual task order) shall be submitted in draft and final form, in both hard copy and electronic file format. Unless otherwise specified in task orders, the Government will have fifteen (15) working

days to determine the acceptability of all completed draft deliverables (the PTO views draft deliverables essentially as final documents that do not have PTO comments incorporated within). Any deficiencies shall then be corrected by the contractor and incorporated into the final deliverable within ten (10) working days. The Government will have ten (10) working days to determine the acceptability of all completed final deliverables. Deficiencies in final deliverables shall be corrected by the contractor within ten (10) working days.

- E.3.4 All deliverables will be inspected for appropriate markings (as specified in Section D.2 of this solicitation), format adherence (as specified in each task order, and in accordance with the provisions of Section F.5 of this solicitation), conformance to the task order requirements and the contractor's proposal (including any applicable standards), content, completeness, accuracy, and comparability to previous contractor deliverables. Inspection will include validation of information or software through the use of automated tools and/or testing of the deliverables, as appropriate.
- E.3.5 If the draft deliverable is adequate, the Government will accept the draft and provide comments for incorporation into the final version. All of PTO's comments to deliverables must either be incorporated in the succeeding version or the contractor must demonstrate to PTO's satisfaction why such comments should not be incorporated, within the timeframes set forth in Section E.3.3.
- E.3.6 If a draft deliverable is not adequate, the Government will reject the draft with a general explanation of the deficiencies. If the Government finds that a draft written deliverable does not contain the appropriate cover statement, as specified in Section D.2.2, the document will be immediately rejected without further review and returned to the contractor for correction and resubmission, within the timeframes set forth in Section E.3.3; such corrections will not be reimbursed by the Government. Further, if the Government finds that a draft written deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform with contractual requirements, the Government reserves the right to immediately reject the document without further review and return the document to the contractor for correction and resubmission, within the timeframes set forth in Section E.3.3. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the COTR.
- E.3.7 Deliverables, both hardcopy and software, will be accepted when all discrepancies, errors, or other deficiencies have been resolved to the Government's satisfaction.
- E.3.8 Acceptance or rejection of all submitted deliverables (both draft and final) will be formally communicated in writing from the COTR within the timeframe specified. All notifications of rejection will be accompanied by specific justification or substantiation of the reason(s) for rejection.

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E.3.9 Inspection and acceptance will be performed at the following location (or such other location as may be specified):

U.S. Patent and Trademark Office
2121 Crystal Drive
Crystal Park 2, 10th floor, Room 1004
Arlington, Virginia 22202

E.4 OTHER DOCUMENTATION

Every activity (within project plans for discrete task orders) or task performed within the scope of this contractual effort shall require contract end items. These end items may include, but will not necessarily be limited to, operations concepts; cost estimates; plans (program, management, implementation); technical studies; specifications; engineering drawings; fact sheets; Letters of Completion; and briefing materials. The levels of data required for each document will be specified in each task by referencing the appropriate Contract Data Requirements List (CDRL)/Data Item Description (DID)/Technical Standard and Guideline (TSG) format. Each task may require draft and/or final copies of documentation.

E.5 AUDITS

The contractor shall be required to participate in regularly scheduled reviews of tasks and interim (intermediate) deliverables. Individual Task Orders will identify specific audit requirements.

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

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

F.2 TRANSPORTATION OF MATERIAL

The contractor shall be responsible for transporting all materials used in the performance of this contract between the Government site (PTO) and the contractor's place of performance. Pickup and delivery of materials shall be in accordance with the schedule defined for each specific task order. Delivery shall be made to the PTO during business hours, by courier or duly appointed company representative.

F.3 PERFORMANCE

The period of performance of this contract, excluding options, shall be 12 months beginning on the effective date of the contract.

F.4 PLACE OF PERFORMANCE

F.4.1 The work under this Statement of Work (SOW) is to be performed primarily at the contractor's facility (unless otherwise specified in task order). However, meetings will be held at the PTO in Crystal City, (Arlington, VA). The contractor's facility should be located within a distance in which the contractor can respond to the PTO's 30 minute notice for required meetings (refer to Section C.5.3).

F.4.2 As specified in individual task orders, key personnel and other contractor staff identified as critical to the level of effort during certain activities may be required to work at (a) site(s) specified and provided by the Government. The Government will furnish the necessary office space, office furniture, equipment, and telephones as required, on-site to meet contract requirements. Any facilities and/or equipment provided to the contractor by the Government shall be used exclusively for the performance of contract tasks.

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F.5 DELIVERABLE MEDIUM

The number of copies, specific instructions for the medium and format for electronic copies, and other instructions about these deliverables will be specified in the task order(s). However, general instructions follow.

- F.5.1 The contractor shall provide copies of all draft and final deliverables on magnetic medium to PTO in the following format, unless otherwise specified within individual task orders:
- (a) IBM compatible floppy diskette -- 3 1/2 inch diskette, high or low density
 - (b) Narrative compatible with PTO Windows for Workgroups version 3.11 operating system word processing software applications. As of the release date of the RFP, PTO word processing applications located on PTOnet are Microsoft Word for Windows 6.0 and Wordperfect 6.1 for Windows.
- F.5.2 Tables, files, graphics, and other information not incorporated into word processed documents (e.g., that generated by CASE or IDEF tools) shall be delivered on floppy diskettes in a format compatible with PTO Windows for Workgroups version 3.11 operating system office automation or system development application software, as appropriate. As of the release date of the RFP, PTO office automation applications located on PTOnet include: Microsoft Excel 5.0, Microsoft Mail version 3.2a, Powerpoint version 4.0, Microsoft Project 4.0, Quattro Pro 6.0, Paradox for Windows version 5.0, Microsoft Access version 2.0, Virus Scan version 1.00, and Schedule + for Windows for Workgroups version 3.11.

F.6 CONTRACT DELIVERABLES

- F.6.1 Contract deliverables: Reports, plans, and other documentation listed in Attachment 5 of Section J shall be delivered as required in accordance with the defined format and criteria.
- F.6.2 Other Technical Products: Other Technical products shall be delivered to the PTO by the contractor as required in task orders. When required, products shall be provided in paper or electronic form, or both.
- F.6.3 Software Documentation: Software documentation shall be delivered to the PTO by the contractor as required and specified in each task. This documentation shall conform to specifications, as defined in task orders.
- F.6.4 Application Software and Other Components, and Related Supplies or Services: The Contractor shall deliver applications software and other components developed or acquired under this contract, incidental resources and services used for automated information system development, and the supplies and support services for those components and resources. Section C.3 describes these deliverables, specifications for which will be provided in task orders.

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- F.6.5 Program Management Plan, in accordance with Section C. 3.12.1, specifications for which will be provided in (a) task order(s).
- F.6.6 Transition Plan, in accordance with Section C.3.12.1, specifications for which will be provided in (a) task order(s).
- F.6.7 Contract Risk Management Plan, in accordance with Section C.3.12.1, specifications for which will be provided in (a) task order(s).

F.7 REPORTING/DELIVERABLE STANDARDS

All documentation shall comply with the marking specifications stated in Section D.2.2 of this solicitation, and applicable standards as stated in individual Task Orders issued under this contract. Section J lists the DIDs and Technical Standards and Guidelines with which the PTO will require Contractor compliance.

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

- (a) Ms. Linda Lau is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time 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 in writing to the Contractor by the Contracting Officer. The COTR is located at the U.S. Patent and Trademark Office, 2121 Crystal Drive (Crystal Park 2), Suite 1004, Arlington, VA 22202.
- (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 alternate 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 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make any changes, or approve any changes in 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 without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 GOVERNMENT-FURNISHED PROPERTY

Individual task orders will list any Government facilities to be provided 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.

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G.4 GOVERNMENT-FURNISHED DATA

- G.4.1 Individual task orders will list any Government-furnished data or reference documents to be provided to the Contractor for use in the performance of this contract. If the data or reference document, suitable for its intended use, is not delivered to the Contractor by the specified date, the Contracting Officer will be immediately notified by the contractor, with the contractor indicating the impact and requesting direction from the Contracting Officer. The Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
- (a) The Contractor submits a timely written request for an equitable adjustment; and
 - (b) The facts warrant an equitable adjustment.
- G.4.2 Title to Government-furnished data and reference documents shall remain with the Government.
- G.4.3 The Contractor shall use the Government-furnished data and reference documents only in connection with this contract.
- G.4.4 Government furnished data and reference documents will be returned to the Government upon conclusion of the task order or as otherwise specified.

G.5 GOVERNMENT-FURNISHED EQUIPMENT

- G.5.1 Development and Maintenance -- Individual task orders will list any Government-furnished equipment to be provided, with specified delivery dates, to the Contractor for use in the performance of this contract. Such equipment shall be returned by the Contractor to the Government upon the conclusion of the task order or as otherwise specified.
- G.5.2 Implementation and Operations -- The Government will provide the hardware, software, and telecommunications resources needed for the implementation and operation of PTO systems. The PTO will make documentation of the systems and services available to the contractors for consideration in preparing recommendations to the PTO, as specified in individual task orders. Specifications, manuals, and other documentation for these Government-furnished resources are referenced in Section J.1. Upgrades to existing resources, new COTS resources, and other resources will be acquired from the most advantageous source.
- G.5.3 Contractors shall provide for time and use of appropriate personnel during PTO's physical inventory at the contractor site of all GFE and purchased equipment, hardware, and software at the end of each fiscal year.

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G.6 INVOICES

Invoices shall be submitted in an original and 3 copies to the U.S. Patent and Trademark Office, Contracting Officer (or designee during 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
Contracting Office
IT Contract Management Office,
Box 14,
Washington, D.C. 20231

Or if hand-delivered to: 2011 Crystal Drive, CPK-1, Suite 804
Arlington, VA 22202

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

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

G.6.3 So that the PTO Office of Finance can comply with the Chief Financial Officer's (CFO) Act of 1990, the following will be required on all invoices:

- (a) A detailed listing of equipment, hardware, and software purchased which should include detailed descriptions, number of items purchased, unit price per item, and total cost for the purchase. The listings should be subtotaled to correspond with totals charged to contractors general ledger accounts.

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- (b) Copies of original invoices between contractor and the seller of the equipment, hardware, or software charged to PTO should be provided to the PTO Office of Finance for charges over \$25,000.00.
- (c) Listing (in summary sheet presentation) of task order items (labor, hardware, etc.) by task order number to match against the system they were purchased for (e.g., SUS, GSI, PTCS).
- (d) A complete copy of new lease agreements (if any), equipment schedules, and amortization schedules.

G.6.4 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 issue.

G.7 ON-SITE ADMINISTRATION (PTO)

G.7.1 The Government may, at its discretion, establish a team for contract administration and oversight located at the contractor site. The team will be responsible to support two major functions:

- (a) The financial administrative and business functions related to the conduct of the contract. These may include, but are not limited to:

- (1) Review of contract financial management;
- (2) Review of compliance with Cost Accounting Standards;
- (3) Review of contractor procurement planning;
- (4) Review of compliance with the Federal Acquisition Regulations (FAR) and Federal Information Resources Management Regulations (FIRM); and
- (5) Review of sub-contract administration.

- (b) The technical aspects of the contractor activities such as technical scheduling and reporting, product planning, specifications development, acceptance testing, and general assurance activities.

G.7.2 If requested, the Contractor shall provide on-site facilities and incidental support for approximately 5 Government personnel to carry out the functions in (1) above. While intact staffing projections are not specified at this time, and may change as the contract proceeds, a team most likely would consist of the following:

Administrative Contract Specialist (1)
System User Representatives (2)
Software Specialists (2)

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G.7.3 The contractor's special purpose facility, when requested in the performance of Task Orders, shall be identified and charged separately.

G.8 TASK ORDER ALLOCATION

Task orders issued under the SDM contract will be for either delivery of system development services and products (e.g., documentation, software, analysis), referred to as discrete task orders within the PTO Project Management Manual, or for level of effort services (e.g, product assurance, project management, application software maintenance functions). The PTO Office of the Chief Information Officer (OCIO) will award task orders either competitively or non-competitively. The Contracting Officer, COTR, and the designated Task Order Manager will provide input and recommendations concerning the award method. The Contracting Officer shall have the final decision authority regarding whether or not a task order will be issued on a competitive or non-competitive (designated source) basis.

To maintain continuity, the OCIO intends to allocate development (e.g., design, programming, integration, and testing) of single systems, large or small, to one contractor. Further, the OCIO may determine it is more advantageous to designate a contractor to perform the full life cycle activities associated with an automated information system. PTO reserves the right to deviate from maintaining continuity if a contractor is not performing adequately.

(a) Competitive Awards

Task orders associated with the early phases of large automated information systems, and task orders that could result in substantive follow-on work, are likely candidates for competition. For example, the OCIO intends to compete Concept Phase task orders for the Patent Application Management (PAM) system or Non-Patent Literature system. Further, if the Government determines that benefits outweigh the costs associated with additional competition, Detailed Analysis or Development Phase task orders for these systems could be competed.

Competitive awards will be based on written proposals for accomplishing the work to be performed. While the Task Order Request will state the specific proposal format and evaluation criteria to be used in awarding the task order, the Government will consider the following benefits to be derived from competition:

- Economic -- lowest price based on competition
- Technical -- improved performance, maintainability, and reliability due to best design and technical approach; improved resource usage based on better management approach; higher likelihood of delivery on time and within budget; or other specified considerations
- Both economic and technical considerations.

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(b) Non-Competitive Awards (Designated Source)

The OCIO anticipates that most task orders will be issued on a non-competitive (designated) source basis. Task orders will be assigned non-competitively for level of effort services and for some system development services and products. Non-competitive awards will be based on contractors' past performance and other factors.

The OCIO anticipates that some task orders may be issued on a non-competitive (designated) source basis should any of the factors outlined in section 303 (J) (b) of FASA apply.

The OCIO will use the following factors to assign non-competitive task orders:

- Better proposal for SDM solicitation sample tasks
- Past performance on the SDM contract, as documented within the SDM Award Fee evaluation process
- Unique technical advantage due to a contractor's expertise in certain disciplines or functional areas
- Contractor resource constraints
- Follow-on efforts to previously awarded task orders to maintain continuity

G.9 SEGREGATION OF COST BY TASK ORDER

For voucher preparation and billing purposes, the contractor agrees to segregate costs according to Task Orders in addition to requirements for segregation of cost by contract.

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 ORGANIZATIONAL CONFLICT OF INTEREST

(a) Scope

(1) Access to and Use of Government Furnished Information

- a. If the Contractor, in the performance of this contract, obtains access to information, such as PTO 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 the information has been released or otherwise made available to the public; (b) compete for work with the PTO 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 earliest; and (d) release such information unless such information has previously been released or otherwise made available to the public by the PTO.
- b. 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.

(2) Access to and Protection of Proprietary Information

- a. 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.

- b. 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.10 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.
 - c. 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.
- (b) 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.
- (c) 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 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 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.

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(d) 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 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.
- (e) 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.
- (f) 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.3 OPTION TO EXTEND THE TERM OF THE CONTRACT -- COST-PLUS-AWARD-FEE CONTRACT

H.3.1 The Government has the option to extend the term of this contract for seven (7) additional periods (Option Year 1-through-7, described below). If more than 31 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 the expiration of that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

H.3.2 Exercise of an option will result in the following contract modifications:

- (a) Paragraph F.3, "Performance," will be modified for each respective option period as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Year 1	June 1, 1998	May 31, 1999
Option Year 2	June 1, 1999	May 31, 2000

Option Year 3	June 1, 2000	May 31, 2001
Option Year 4	June 1, 2001	May 31, 2002
Option Year 5	June 1, 2002	May 31, 2003
Option Year 6	June 1, 2003	May 31, 2004
Option Year 7	June 1, 2004	May 31, 2005

- (b) Paragraph (a) of the "Level of Effort" clause (1352.212-70) is modified to reflect new and separate level(s) of effort for each respective option period, as shown below. The level of effort shown for each period is the maximum cumulative level of effort for all contract awards made under the terms of this solicitation for that period. The Government anticipates that contracts will be made to more than one offeror.

<u>Period</u>	<u>Level of Effort</u> (Direct Labor Hours)
Option Year 1	600,000
Option Year 2	600,000
Option Year 3	600,000
Option Year 4	600,000
Option Year 5	600,000
Option Year 6	600,000
Option Year 7	600,000

- (c) The "Estimated and Allowable Cost" clause (1352.242-70) is modified to reflect increased estimated costs and base fee and award fee pool as stated in Section B.

H.4 KEY PERSONNEL

- (a) The Contractor shall identify key personnel for each of the positions identified below. Key personnel shall be full time on this contract. Key personnel shall include:
- (1) Program Manager
 - (2) Two (2) Project Managers qualified to oversee multiple projects/tasks in a combination of work areas
 - (3) Principal Project Manager for transition (to manage phase-in from existing contracts, and implementation and transition of existing systems to future systems)
 - (4) Principal Software Engineer
 - (5) Principal Systems Engineer
 - (6) Principal Information Engineer
 - (7) Principal Business Process Engineer
 - (8) Principal Systems Analyst/Programmer
- (b) The key personnel under the Task Orders described in section B.6(a) shall be assigned and available on this contract from the date of contract award.

- (c) 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 (d) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (d) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (d) 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 qualifications that are equal to or better than 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.5 PERSONNEL PLACEMENT/REPLACEMENT

The Contractor shall comply with the following for the placement/replacement of all key and non-key personnel under the contract:

- (a) Placement: The Contractor shall place qualified personnel, in accordance with Section C.4, under the contract within sixty (60) calendar days after the effective date of a contract modification.
- (b) Replacement: The Contractor shall replace qualified personnel under this contract within thirty (30) calendar days after the departure date of current personnel from the contract.
- (c) To ensure that all personnel meet the qualifications stated in Section C.4, the Contractor shall provide the Government with resumes of all personnel for COTR review fifteen (15) days prior to their arrival under the contract.

H.6 SUBCONTRACT REPORTS

- (a) The Contractor shall submit Subcontract reports in connection with the performance of this contract. A report of subcontracting under this particular contract is to include a summary report when applicable (see paragraph b) on subcontracts in all contracts between the Contractor and the Department of Commerce which contain subcontract goals for awards to small business and small disadvantaged business concerns.

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- (b) The Contractor shall submit a subcontracting report for this contract on Standard Form 294 and 295 (4-81). The report shall be submitted semi-annually in accordance with the General Instructions on the reverse side of the form. The report shall be submitted to:

Distribution: Addressee

Copy: Administrative Contracting Officer

Original: U.S. Department of Commerce
The Office of Small and Disadvantaged Business Utilization
HC Hoover Building, Room 6411
Washington, DC 20230

H.7 TECHNICAL DATA RIGHTS

Notwithstanding the definition of "Unlimited Rights" contained in FAR 52.227-14 which is incorporated into this solicitation by reference at Section I.1, "public" is intended to include, but not be limited to, the following entities:

- (a) European Patent Office
- (b) Japanese Patent Office
- (c) Patent and Trademark Deposit Libraries
- (d) Other patent or trademark treaty and agreement entities
- (e) Other entities, including the US public, identified by PTO as necessary to fulfill PTO's mission.

H.8 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative 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.9 CONFIDENTIALITY OF INFORMATION

- H.9.1 Any designs, equipment, and/or concepts which evolve from performance thereunder shall be considered as "Confidential."

H.9.2 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 COTR before publication or dissemination, for accuracy of factual data and interpretation.

H.9.3 The contractor may release past performance information in response to a Government agency request regarding past performance on the SDM contract. However, explanatory material covered by sections H.9.2 and H.10 are subject to PTO review and approval prior to release.

H.10 SECRECY AND USAGE OF PATENT INFORMATION

H.10.1 All patent applications and the information contained therein are subject to protection against violations of the public trust under which they are submitted (35 U.S.C. §122). 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 authorized contractor personnel having a need to know.

H.10.2 Patent documents or copies of information contained therein, patent applications, and abandoned files, when furnished to the contractor by the Government, 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

H.10.3 The contractor acquires no right or privilege to use or disclose any information contained in any patent application or other patent files (provided in any form whatsoever) except as required to perform the work under the contract. Further, the contractor shall not copy, make any use, or disclose whatsoever of any patent information contained in any patent application or related copy or data furnished to the contractor by the Government except for performing the work procured under this contract.

H.10.4 All personnel and other representatives employed to work under this contract, or otherwise having access to patent files or data on 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 evasion."

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- H.10.5 Each employee's or other representative's signed oath, or affirmation, shall be retained in the contractor's files, subject to inspection by authorized Government representatives.
- H.10.6 The Government shall have the right to inspect without advance notice the contractor's premises, records, and work-in-progress to determine whether adequate steps have been and are being taken to protect the secrecy of patent information.
- H.10.7 The contractor shall submit a plan for protecting patent application documents and all information contained therein. The plan must include measures to adequately protect both documents, data, and all other patent application information during all phases of staging, filming, handling, processing, storage, quality control, or other contract activities.
- H.10.8 Duplication of protected information and other materials by the contractor is forbidden except as specified in task orders.
- H.10.9 The contractor shall be responsible for returning all Government-furnished patent document items to the Government upon completion of the work for which the information is needed, and/or upon termination of the contract in accordance with the Government Property clauses of this contract.

H.11 PERSONNEL SECURITY REQUIREMENTS

- H.11.1 Contractor administrative/clerical personnel working on this contract have been determined to meet the security criteria for and are designated as "Low Risk" positions. In accordance with established security procedures contractors working in positions designated Low Risk must have a National Agency Check and Inquiries(NACI) initiated within 14 days of performance on the contract. This will require the contractor to submit an investigative request package consisting of the following:
- (a) SF-85 (original plus 1 copy of Page 1 only)
 - (b) SF-171 (original and 1 copy)
 - (c) FD-258 Fingerprint Card
- H.11.2 All contractor personnel not designated for "Low Risk" positions have been determined to meet the security criteria for and are designated as "Moderate Risk" positions. In accordance with established security procedures, contractors working in positions designated Moderate Risk must have a Minimum Background Investigation (MBI) initiated within 14 days of performance on the contract. This will require the contractor to submit an investigative request package for each person consisting of the following:
- (a) SF-85P (original plus 1 copy of Page 1 only)
 - (b) SF-171 (original and 1 copy)
 - (c) FD-258 Fingerprint Card

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H.11.3 Samples of the SF-85, SF-85P, and SF-171 forms have been included in Section J.3 of this solicitation.

H.12 WAGE DETERMINATION (If applicable)

In the performance of this contract the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 94-2104-Rev8 dated 2/3/97. A copy of this wage determination will be incorporated into the contract.

H.13 ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the specifications);
- (b) representations and other instructions;
- (c) contract clauses,
- (d) other documents, exhibits, and attachments; and
- (e) the specifications.

H.14 ASSOCIATE CONTRACTOR RELATIONSHIP (MAY 1994)

- (a) In performance of its responsibilities for PTO system development and maintenance as described elsewhere in the contract, the "Contractor" shall facilitate timely exchanges of information necessary to the performance of this contract. If two contracts are awarded, the PTO plans to designate each SDM contractor as an "associate contractor" of the other. Accordingly,
 - (1) The Contractors identified as "associate contractors" shall provide for the timely, free and direct exchange of information and data necessary to the performance of this contract. Any proprietary information furnished by an associate contractor pursuant to the work under this contract will be protected from unauthorized release or disclosure beyond the scope of the contract. Further, associate contractors shall hold the Government harmless from liability for the unauthorized disclosure by the Contractor of associate contractor proprietary information.
 - (2) If the Contractor requires technical information from an associate contractor, the Contractor shall request and obtain any and all such information directly from the associate contractor.
 - (3) The Contractor shall freely and directly exchange technical information and data in the performance of its efforts. The Government reserves the right to attend technical

interchange meetings but will not conduct such meetings. The Contractor shall participate in such meetings and provide appropriate SDM technical information and data. In the event of a disagreement as to what constitutes a permissible exchange of information or data under the contract, the matter shall be brought to the attention of the Contracting Officer with recommendations for resolution.

- (4) The Contractor agrees to execute all necessary requirements hereunder and accepts responsibility for assuring that any exchange of information, including exchanges of proprietary data, will preclude any encumbrance or degradation of performance under this contract.
 - (5) Compliance with this Special Contract Requirement is included in the contract price and shall not be a basis for equitable adjustment.
 - (6) These relationships expire with the conclusion of the SDM contract.
- (b) The following are designated Associate Contractors:

<u>Contractor</u>	<u>Description</u>
Computer Sciences Corporation	System Development

H.15 SOFTWARE CAPABILITY EVALUATIONS

The Government reserves the right to conduct Software Capability Evaluations (SCEs) on the SDM contractor(s) after contract award to provide a baseline for contract monitoring purposes and for continued performance measurement.

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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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR	JUL 1995
	SALES TO THE GOVERNMENT	
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL	JAN 1997
	OR IMPROPER ACTIVITY	
52.209-6	PROTECTING THE GOVERNMENT'S	AUG 1995
	INTEREST WHEN SUBCONTRACTING WITH	
	CONTRACTORS DEBARRED, SUSPENDED,	
	OR PROPOSED FOR DEBARMENT	
52.215-2	AUDIT - NEGOTIATION	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE	OCT 1995
	COST OR PRICING DATA	
52.215-24	SUBCONTRACTOR COST OR	OCT 1995
	PRICING DATA	
52.215-27	TERMINATION OF DEFINED BENEFIT	MAR 1996
	PENSION PLANS	
52.215-30	FACILITIES COST OF MONEY	SEP 1987
52.215-31	WAIVER FACILITIES COST OF MONEY	SEP 1987
	(See Certifications and Representations, Vol. IX, Section 1 of contractor's offer)	
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS	MAR 1996
	FOR POSTRETIREMENT BENEFITS OTHER	
	THAN PENSIONS (PRB)	
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.215-41	REQUIREMENTS FOR COST OR PRICING	OCT 1995
	DATA OR INFORMATION OTHER THAN	
	COST OR PRICING DATA	
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 1996

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	OCT 1995
52.219-9	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	AUG 1996
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1989
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 (COMMERCE DEPARTMENT DEVIATION)	MAR 1985
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
52.222-41	SERVICE CONTRACT ACT	MAY 1989
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
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	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA - GENERAL ALTERNATE II & ALTERNATE III	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-22	MAJOR SYSTEM - MINIMUM RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996

52.232-17	INTEREST	JAN 1991
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES (Alternate I)(DEC 1991)	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate II (APR 1984)	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	MAR 1996
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1996
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
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 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--
 - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

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.

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"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 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 with the Federal Government.

"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

"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.

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"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, 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
 - (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 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

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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 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 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--

- (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 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.6 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within five (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 30 calendar days after receipt of notice, respond to the notice in writing.

I.7 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 "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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I.8 PROCUREMENT AUTHORITY (OCT 1990)

This acquisition is being conducted under specific acquisition delegation of the General Services Administration's exclusive procurement authority for FIP resources. The specific GSA delegation of procurement authority case number is DOC R95-20.

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF PUBLICATIONS REFERENCED

The following documents provide information needed for managing work to be performed under this contract. These documents are hereby made a part of this solicitation and resulting contract. Electronic copies of these documents are available on a CD-ROM and require MS-DOS and/or Windows operating systems.

J.1.1 General

PTO General Information

PTO Network Configurations

PTO Software Configurations

PTO Hardware Configurations

PTO Systems Descriptions

Strategic Information Technology Plan for Fiscal Years 1995-2000, Public Copy, January 1995
Strategic Information Technology Plan for Fiscal Years 1996-2001, Public Copy, December 1995

An Independent Assessment of the Patent and Trademark Office Information Technology Modernization Program, dated April 28, 1995

An Independent Assessment of the Patent and Trademark Office Information Technology Modernization Program, Special Annex Part C.3.b.(2), Implementation of Information Technology Acquisitions -- An Analysis of the Systems Development and Maintenance (SDM) Acquisition, dated April 28, 1995

J.1.2 Standards and Guidelines

Life Cycle Management for Automated Information Systems (DRAFT), July 1995 -- subject to change

Managed Evolutionary Development Guidebook, Second Edition, June 1993

U.S. Patent and Trademark Office, Office of Information Systems, Interim Handbook for Implementation Level, Revision 1, January 1993

U.S. Patent and Trademark Office, Office of Information Systems, Project Management Manual

Technical Standards and Guidelines (TSG) -- NOTE: PTO is developing the entire set of TSGs, as listed in the Life Cycle Management for Automated Information Systems document. TSGs are subject to change.

AIS Development Planning and Process Tailoring TSG, dated January 4, 1996

Business System and Technical Design TSG, draft, 13 April 95

Concept of Operations TSG, draft, June 1995

Data Management TSG, October 1995

Detailed Business Area Description TSG, 26 July 1995

Economic Analysis TSG, draft, June 1995

Functional and Data Requirements Definition TSG, 26 July 1995

Interface Design TSG, 23 November 1994

Process Metrics and Defect Analysis TSG, 3 July 1995

Quality Assurance TSG, July 1995

Requirements Management TSG, draft, 20 July 95

System Boundary Document TSG, April 1995

Testing TSG, July 1995

User Interface Specification TSG, 16 February 1995

Technical Reference Model Version 1.1 dated December 13, 1995 -- subject to change

J.1.3 Software Process Information

Software Capability Evaluation Version 3.0 Method Description, Software Engineering Institute
Technical Report CMU/SEI-95-TR-013 dated October 1995

Software Capability Evaluation Version 3.0 Implementation Guide, Software Engineering
Institute Document CMU/SEI-95-TR-012 dated October 1995

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Software Process Maturity Questionnaire v1.10, Software Engineering Institute Document
CMU/SEI-94-SR-07

J.1.4 Technical Documentation

General Documents:

CM Discrepancy Report Procedure, dated 7/15/94

CM Library Management Procedure, dated 3/31/94

CM Hardware Installation Control Procedure, dated 9/30/91

Modification Request Procedures, September, 1993

PTO Executive Staff Document Management and Control Process, Analysis of Current
Environment, 3 March 1995

Appeals Case Tracking System:

ACTS Board of Patent Appeals and Interference's (PTO) User's Manual, dated 7/1/90

Automated Patent System Documents:

Access Control User Manual, dated 10/22/93

Application of Contemporary Text Search and Retrieval Capability to the Patent and Trademark
Office, June 1992

APS Cache Detailed Design White Paper (CDRL GD15), dated 3/18/94

APS Discrepancy Report Procedures, dated 7/13/92

APS High Density Device (HDD) Operations Manual (CDRL GD07), dated 6/30/94

Automated Patent System Text Search Workload and Storage Forecast, December 1992

Concept of Operations for APS Cache Maintenance (CDRL SD10), dated 9/24/93

Configuration Control System/Support User Manual, dated 12/26/91

Copy User Files Analysis and Design White Paper, dated 10/4/90

Document Control Data Loader, dated 10/22/86

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Examiner Search System Target Requirements Document Using the Evolutionary Development Approach, December 1992

Generalized Image Service (GIS) 1.0 Requirements White Paper (CDRL GD14), dated 8/27/93
 GIS 1.0 Application Programming Interface Guide (CDRL GD13), dated 10/28/94
 GIS 1.0 Operations Manual, dated 10/31/94

Generalized Image Service (GIS) 1.0 Preliminary Design White Paper (CDRL GD13)

GIS 2.0 Target Capability and Functional Architecture White Paper, dated 7/11/94

HDD Disk Relocation Operations Manual (CDRL GD07), dated 2/4/92

High Density Device (HDD) Bulk Cache Detailed Design, dated 2/4/94

High Density Device (HDD) Diagnostics Analysis and Design White Paper, dated 6/1/94
 High Density Device (HDD) Diagnostics VDD, dated 4/18/94

Manual of the Automated Patent System (MAPS), dated 10/25/93

NDC Backup Operations Manual, dated 8/13/93

Network Services Reference Guide, dated 3/15/91

New Messenger Test Scripts, dated 1/31/91

Offline Load (OLL) System Operations Manual (CDRL CD07), dated 9/1/92

Offline Load (OLL) System Support Users Manual, dated 6/9/93

OLL Audit Report Generation, dated 10/22/86

OLL Generate IPAT Sector Sequence Number, dated 10/22/86

OLL Recovery Process, dated 10/22/86

OLL Unix Process, dated 10/22/86

Optical Device Diagnostic Utilities Analysis and Design White Paper (CDRL 15), dated 10/26/93

Optical Device Diagnostic Utilities PMM, dated 4/21/94

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Patent and Trademark Copy Production and Sales (PTCS) Operations Manual (CDRL GD07), dated 4/6/94

Patent and Trademark Copy Production & Sales (PTCS) Requirements White Paper (CDRL GD14), dated 3/2/94

Patent TO-BE model

Patent Concept of Operations

PTCS 1.0.2 Training Materials, dated 10/15/93

PTCS 1.0.2 Version Description Document (VDD) (CDRL CM09), dated 4/18/94

PTonet Design Specification/PTONET Stage 2 Detail Design, dated 3/3/94

PTonet Maintenance, dated 9/29/93

PTonet System Manual, dated 9/14/94

PTonet Requirements Specification, dated 3/27/95

Shared Use System (SUS) Client Support Manual (PTO-OP-04), dated 3/31/95

Shared Use System (SUS) Operations Support Manual (PTO-OP-05), dated 3/31/95

SMS Enhancement Analysis and Design White Paper, dated 2/13/91

SMS Program Maintenance Manual Volume I-OV: SMS Overview, dated 3/5/91

SMS Program Maintenance Manual Volume III-C: Display System Status, dated 4/7/92

SMS Program Maintenance Manual Volume III-H: Online Queries, dated 4/7/92

SMS Program Maintenance Manual Vol III-J: Report Generation, dated 4/7/92

SMS PMM Vol IV-A: File Maintenance, dated 6/19/92

SMS Database Specification, dated 11/12/93

SMS Program Maintenance Manual Volume II-A: SMS Logon Processing, dated 11/12/93

SMS Program Maintenance Manual Vol II-C: Access Privileges Maintenance and Control, dated 11/12/93

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SMS Program Maintenance Manual Vol II-D: Access Violation Processing, dated 11/12/93

SMS Program Maintenance Manual Volume II-OV: Access Control Overview, dated 11/12/93

SMS Program Maintenance Manual Vol III-D: Statistics, dated 11/12/93

SMS PMM Vol III-E: Device Polling, dated 11/12/93

SMS Program Maintenance Manual Vol III-F: APS/SMS Main Menu Processing, dated 11/12/93

SMS PMM Vol III-G: Error Processing, dated 4/19/94

SMS Program Maintenance Manual Vol III-I: File Management, dated 11/12/93

SMS PMM Vol IV-B: SMS Support, dated 11/12/93

SMS PMM Vol V-A: Enable/Disable Processor, dated 3/22/94

SMS PMM Vol V-B: User Communications, dated 11/12/93

SMS PMM Vol V-C: Network Update Distribution, dated 11/12/93

System Acceptance Test (SAT) Procedures Part 5- Text Search (Messenger), dated 3/5/93

Subclass Completeness Verification Programmers Maintenance Manual, dated 7/21/89

System Analysis Report for Connection of APS Devices and Parts, dated 5/26/93

System Support User Manual Report Generation, dated 11/19/91

System Support User Manual (SSUM): Operator Control Functions, dated 1/31/94

SMS/System Support User Manual:User File Management, dated 7/5/91

Technical Baseline II, dated 7/17/95

Text Search Replacement System Requirements and Strategy White Paper, revision 2.0, September 1995

Text and Image Database Stager Program Maintenance Manual, dated 3/22/94

Third Generation Workstation (3GWS) Client Support Manual, dated 1/14/94

Third Generation Workstation (3GWS) Computer Operator's Manual, dated 1/14/94

Third Generation Workstation Detailed Design Specification (CDRL PTO-DE-01), dated 1/14/94

3GWS Requirements Traceability Matrix, dated 11/2/93

Third Generation Workstation (3GWS) Technical Control Facility Manual, dated 1/14/94

Third Generation Workstation (3GWS) User's Manual, dated 12/17/93

Third Generation Workstation (3GWS) Data Dictionary, dated 4/21/93

3GWS Graphical User Interface (GUI) Guidelines, dated 3/31/93

Third Generation Workstation (3GWS) Requirements Specification (CDRL TSD73), dated 4/15/93

3GWS User Manual, dated 4/20/93

Third Generation Workstation (3GWS) Preliminary Design Specification, dated 4/22/93

300 DPI Service Enhancements Requirements Traceability Matrix (CDRL CM11), dated 10/12/93

Version Description Document (VDD) for Production RAD Software (CDRL CM09), dated 10/5/92

Version Description Document (VDD) for RAD Load Unit Software (CDRL CM09), dated 9/29/92

Cash Receipts and Deposit Accounts (CRDA) System Documents:

CRDA System Description, dated 1/23/92

CRDA Deposit Data Base, Data Sets, and Reference Guide 8/1/84

Electronic Filing and Patent Application Management (PAM) Documents:

Boundary Conditions and Assumptions for the Patent and Trademark Office's Automated Patent System/Patent Application Management System (APS/PAM), version 2.2, June 7, 1993

Concept of Operations for Electronic Filing (EASY), 20 March 1995

Concept of Operations for the Patent and Trademark Office's Automated Patent System/Patent Application Management System (APS/PAM), version 2.2, June 7, 1993

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Master Schedule for the Patent and Trademark Office's Automated Patent System/Patent Application Management System (APS/PAM), version 2.2, June 7, 1993

PAM Planned Architecture Document, Initial Draft, 25 July 1994

Potential Interactions Between the Automated Patent System (APS) Patent Application Management System and the APS Examiner Search System, March 1993

System Description for the Patent and Trademark Office's Automated Patent System/Patent Application Management System (APS/PAM), version 2.2, June 7, 1993

Target System Architecture for the Patent and Trademark Office's Automated Patent System/Patent Application Management System (APS/PAM), version 2.2, June 7, 1993

Foreign Patent Access System (FPAS) Documents:

Foreign Patent Access System System Detailed Design, dated 3/31/94

Foreign Patent Access System System Administrator Reference Guide 11/28/94

New Classification Data System (NCDS) Documents:

New Classification Data System Design Document, dated 4/24/92

New Technology and Assessment Forecast (NTAF) System Documents:

NTAF Application Maintenance Manual for the New Technology Assessment and Forecast. dated 11/30/92

NTAF System Specification for the New Technology Assessment and Forecast (NTAF) System. dated 12/29/92

Patent and Trademark Application Assignment System (PTAS) Documents:

Preliminary Design Specification for the Patent and Trademark Assignment System, 24 January 1993

ASGN Functional Specifications (revisions 1981-1983), undated

ASGN User Manual - Information Retrieval, dated 8/15/80

ASGN User's Guide - Public On Line Query Module, dated 8/15/80

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Patent Application Location Monitoring (PALM) System Documents

Patent Application Location Monitoring (PALM) System Evaluation Final Report, 25 April 1995

Pre-Grant Publication (PGPub) Documents:

Automated Patent System Pre-Grant Publication (PGPub) System Implementation-Level Technical Architecture White Paper (Informal)

System Boundary Document for the Pre-Grant Publication System, 18 January 1995

Pre-Grant Publication (PGPub) System Concept of Operations, 8 March 1995

Pre-Grant Publication (PGPub) High-Level Architecture Document, 30 December 1994

Trademark Documents:General:

Trademark AS-IS model

Trademark Business Case

Trademark TO-BE model

Trademark Manual of Examining Procedures (MPEP), April 1993

Trademark Goods and Services Manual, undated

Trademark Reporting and Monitoring (TRAM) System Documents:

TRAM Maintenance Manual, Volume 1, dated 4/19/85

TRAM Data Element Dictionary, dated 3/22/91

TRAM IEF Logical Data Model

TRAM IEF Physical Data Model

Trademark Search System (Xsearch) Documents:

X-Search (V1.0) Workstation Preliminary Design Specification, 4/30/92

X-Search Preliminary Design Specification for Image Server Support Subsystems,
2/15/93

X-Search System Specification Volume 1: System Overview, dated 12/4/91

X-Search System Specification Volume 2: Server System, dated 12/4/91

X-Search System Specification Volume 3: Workstation Subsystem, dated 12/4/91

X-Search System Specification Volume 4: Image Processing Subsystem, dated 2/26/92

X-Search System Specification Volume 5: Communication Services, dated 2/26/92

J.2 LIST OF ATTACHMENTS

The following pages provide the forms and information which are required for the submission of proposals. These attachments may be found at the back of this solicitation.

Attachment 1: Contract Performance Evaluation Plan for the Award Fee

Attachment 2: Contract Deliverables:

- (a) Monthly Status Report (FN01)
- (b) Contract Funds Status Report (FN02)
- (c) Estimate-At-Completion (FN06)
- (d) Resource Estimate (FN07)
- (e) Commitment System Status Report (FN09)
- (f) Special Study and Analysis Report (GD13)
- (g) Task Management Plan (TM02)
- (h) Letter of Completion (GD16)
- (i) Minutes of Meeting (GD17)
- (j) Problem Notification Letter (PNO1)
- (k) Receipt of Documentation

Attachment 3: Department of Labor Wage Determinations-94-2104-REV5

Attachment 4: Subcontracting Plan

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.2 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990) ALTERNATE I (SEP 1995)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

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CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, E-4 am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, 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 52-PBPT-6-00001

(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 *Lockheed Martin Services, Inc. who has participated personally and substantially in the preparation or submission of this offer 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. *Lockheed Martin Services, Inc.

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

None

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

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

E-4 11/4/96

[Typed name of the officer or employee responsible for the offer]

E-4

*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.

(End of certification)

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(c) (1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the

step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer 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 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

Alternate I (SEP 1990). Procurements using other than sealed bidding procedures:

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced

Section K

order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

**K.3 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (SEPT 1995)**

(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. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

**K.4 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS DEVIATION (APRIL 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,

(1) No Federal appropriated funds 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 on his or her behalf in connection with 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, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be

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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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.5 52.204-3 TAXPAYER IDENTIFICATION (MARCH 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☒ TIN: E - 4

- TIN has been applied for.

- TIN is not required because:

- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- Offeror is an agency or instrumentality of a foreign government;

- Offeror is an agency or instrumentality of a Federal, state, or local government;

- Other. State basis. _____

(d) Corporate Status.

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- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☒ Other corporate entity;

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- Not a corporate entity:
 - Sole proprietorship
 - Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

^x - Name and TIN of common parent:
 Name Lockheed Martin Corporation
 TIN 5-4

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not (^x) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (^x), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (BUT SEE FOOTNOTES)

(C) Are () are not (^x) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A)(1)(i)(B) of this provision. (BUT SEE FOOTNOTES)

(ii) The Offeror has () has not (^x), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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 SECTION 1001, TITLE 18, UNITED STATES CODE.

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(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. **PLEASE REFER TO FOOTNOTES ON THE NEXT PAGE**

**K.7 52.209-7 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE--
MARKETING CONSULTANTS (OCT 1995)**

(a) Definitions.

(1) "Marketing consultant" means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent Contractor is not a marketing consultant when rendering--

(i) Services excluded in Subpart 37.2;

(ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);

(iii) Routine legal, actuarial, auditing, and accounting services; or

(iv) Training services.

(2) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit to the contracting officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

(1) The name of the agency and the number of the solicitation in question.

000143 (2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

FOOTNOTES:

- In August 1994, Lockheed Martin Corporation, known at that time as Martin Marietta Corporation, was informed that a qui tam action arising out of a matter that had been voluntarily disclosed to the Government by GE Aerospace had been filed in the United States District Court for the Southern District of Ohio. The action related to the Corporation's Ocean, Radar & Sensor Systems business in Syracuse, New York (a former GE Aerospace business) and the alleged violations of the False Claims Act. After conducting an investigation, the Department of Justice intervened in the qui tam action and alleged that GE Aerospace improperly paid a contingent fee to an Egyptian consulting firm and incorrectly calculated escalation costs on the contract. In December 1994, Martin Marietta Corporation, General Electric Company and the Department of Justice reached a settlement agreement whereby Martin Marietta paid ~~E-4~~ with no admission of wrongdoing and no fine or penalty, in settlement of the matter.
- Lockheed Martin Corporation, known at that time as Martin Marietta Corporation, is the defendant in a qui tam action joined in by the Department of Justice in May 1994 in the United States District Court for the District of Maryland. This civil case, arising from Martin Marietta Technologies, Inc.'s (formerly a wholly owned subsidiary of Lockheed Martin Corporation) Orlando, Electronics & Missiles Systems, alleges mischarging of contract costs to concurrent independent research and development tasks. Lockheed Martin strongly denies any liability and is vigorously defending itself in this suit.
- On January 27, 1995, Lockheed Martin Corporation, known at that time as Lockheed Corporation, pleaded guilty in the United States District Court in Atlanta, Georgia, to a single count of conspiracy to violate the Foreign Corrupt Practices Act. The Company paid a penalty consisting of a fine of \$21.8 million and a ~~E-4~~ civil settlement with the United States.

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(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12* months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign government or person).

* If approved by the head of the contracting activity, this period may be increased up to 36 months.

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

K.8 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☒ a corporation incorporated under the laws of the State of Delaware, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.9 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984) 000145

30-101-77-7000
The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.10 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [☒] intends, [☐] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Name and Address of Owner and	
Address, City, County, State, Operator of the Plant or	
Zip Code)	Facility if Other than
	Offeror or Quoter

2361 Jefferson Davis Hwy	
Suite 300, 310	
Arlington, VA 22202	

K.11 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (FEB 1995)

(a) Representation. The offeror represents and certifies as part of its offer that it is:

[☐] a small business concern,

[☒] not a small business concern.

(b) Definition. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice.

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

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

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

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

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

K.12 RESERVED

K.13 RESERVED

K.14 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.15 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

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(a) It [x] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

- (b) It [] has, [x] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.16 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) it [x] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.17 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is [], is not [x] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.18 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1995)

- (a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

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"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

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(b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision 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.

K.19 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☒ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data-- General."

K.20 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (NOV 1993)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure & Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) One copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO where filed: _____

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The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☒ (2) Certificate of Previously Submitted Disclosure & Statement

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: 28 September 1994

Name and Address of Cognizant ACO where filed:

Sandra L. Sheasley, Maj., USAF; ACO/DCMC

Lockheed Martin - Delaware Valley

199 Borton Landing Road, Bldg. 127-133; Moorestown, NJ 08057-3095

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million

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dollars. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☒ NO

K.21 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION

Offerors are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at or update all outdated information on file.

(a) Offeror's Name: Lockheed Martin Services, Inc.

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

E-4

(c) Telephone Number: E-4

(d) Individual(s) to contact regarding this proposal:

E-4

(e) Cognizant Government Audit Agency:

DCAA

Address: 2339 Route 70 West, Floor 1E, Cherry Hill, NJ 08358-0001

Auditor: Michael J. Stutz, Supervisory Auditor (609) 486-5331

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(f) Work Distribution for Last Completed Fiscal Accounting Period.

(1) Sales:

CY 1995
\$millionGovernment cost-reimbursement type prime
contracts and subcontracts:Government fixed-price prime contracts
and subcontracts:

Commercial Sales:

Total Sales:

(2) Total Sales for offeror's first and second fiscal years immediately
preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year (CY1994) \$

Total Sales for Second Preceding Fiscal Year (CY1993)

(g) Is company a separate entity, division, or subsidiary corporation?

Yes X No

If yes, name the parent company:

Lockheed Martin Corporation(h) Date Company Organized: 3/18/93

(i) Staffing: (as of 12/94)

(1) Total Employees: E-4(2) Direct: E-4(3) Indirect: E-4(4) Standard Work Week (Hours): E-4(j) Commercial Products: Undersea Fiber-Optic Connector

(k) Attach a current organizational chart of the company.

(l) Description of offeror's system of estimating and accumulating costs under
Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	<u>X</u>	<u> </u>
Process	<u> </u>	<u> </u>
Accumulating System		
Job Order	<u>X</u>	<u> </u>
Process	<u> </u>	<u> </u>

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(2) Has the offeror's cost estimating system been approved by any Government agency?

Yes ☒ 5/18/94 No _____

If yes, give name and location of agency: DCMC - Lockheed Martin -Delaware Valley; 199 Borton Landing Road; Bldg. 127-133; Moorestown, NJ 08057

(3) Has the offeror's cost accumulation system been approved by any Government agency? The ACO does not approve Cost accounting Systems. However, our system has been reviewed and determined adequate.

Yes ☒ 7/9/96 No _____

If yes, give name and address of agency: DCMC - Lockheed Martin - Delaware Valley; 199 Borton Landing Road, Building 127-133, Moorestown, NJ 08057

(m) What is the offeror's fiscal year period? (Give starting month and ending month):
January 1st through December 31st

What were the indirect cost rates for the last completed fiscal year?

	Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits	1995	*	Base Labor & Base O.T.
Overhead		*	Base Labor & Base O.T.
G&A Expense		E-4	Total Cost Input
Other (MBX)		E-4	Vendor cost for purchase orders under \$100K

* These rates are contract specific

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes _____ No ☒ _____

If yes, give name and location of the Government agency:
DCMC - Lockheed Martin - Delaware Valley; 199 Borton Landing Road; Bldg. 127-133; Moorestown, NJ 08057-3095

Date of last preaward audit review by a Government agency: 2/27/96

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department _____ Contracting Department _____
Other (describe) Cost Estimating Department

(p) Has system of control of Government property been approved by a Government agency?

Yes ☒ 7/7/95 No _____

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If yes, give name and location of the Government agency:

DCMC Lockheed Martin - Delaware Valley; 1 Federal Street; M/S AE-2W; Camden, NJ 08102-1013

(q) Purchasing Procedures:

Are purchasing procedures written?

Yes ☒ No ☐

Has the purchasing system been approved by a Government agency?

Yes ☒ 9/17/96 No ☐

If yes, give name and location of the Government agency:

DCMC Lockheed Martin - Delaware Valley; 199 Borton Landing Road;
Bldg. 127-133; Moorestown, NJ 08057-3095

(r) Does the offeror have an established written incentive compensation or bonus plan?

Yes ☒ No ☐

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K.22 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: E-4

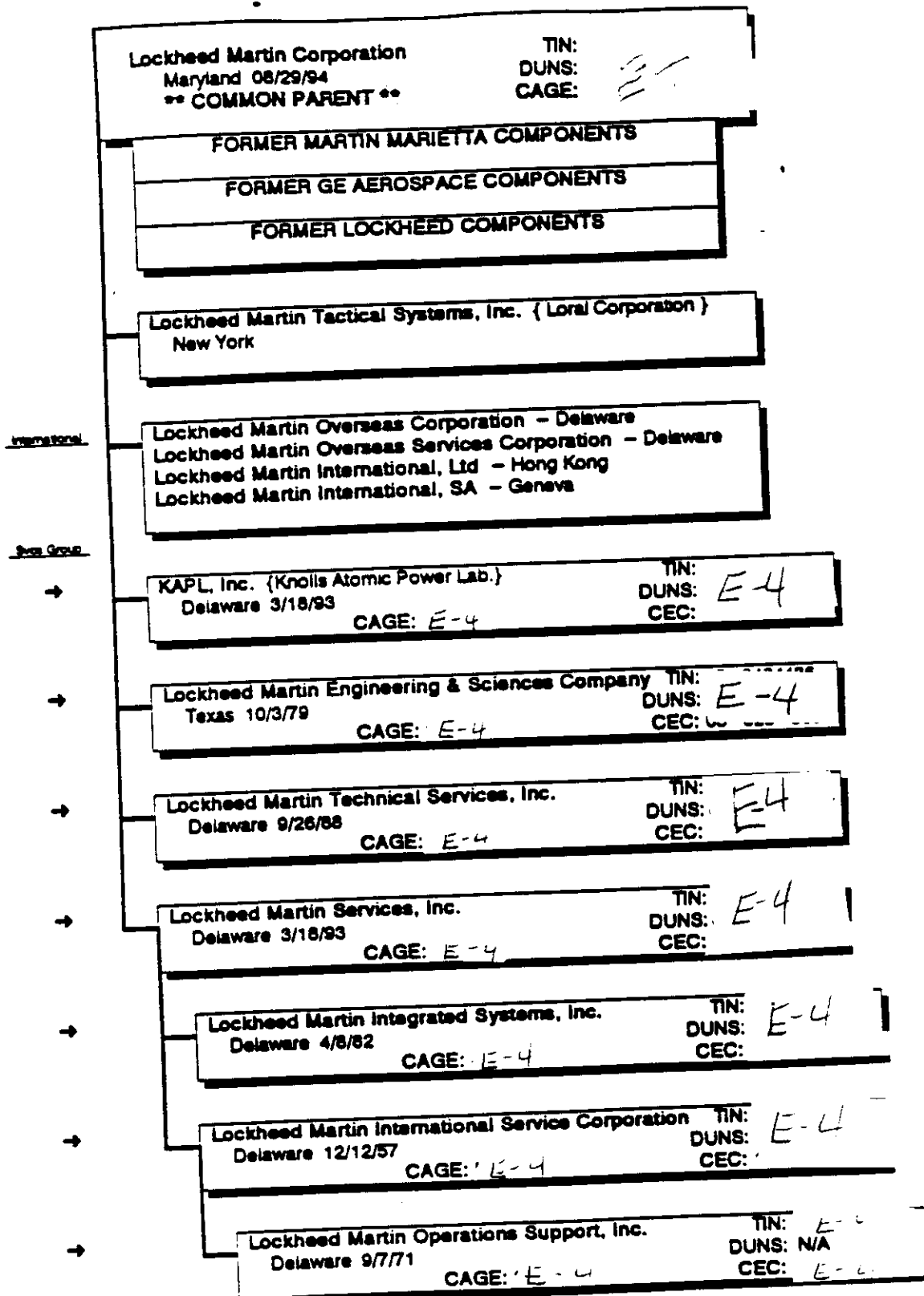
Title: _____

Date: 11/4/96

K.23 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

- (a) The offeror is requested to insert the DUNS number application to the contractor's address shown on the solicitation form: E-4
- (b) If the production point (point of final assembly) is other than the location entered on the solicitation form, or if additional production points are involved, enter the DUNS number application to each production point:

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Selected **LOCKHEED MARTIN** CompaniesAFTER CONSOLIDATION & SERVICES GROUP NAME CHANGES

c:\joe\mcs\mcs\mcs\company5.wk1

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CONTRACT PERFORMANCE EVALUATION PLAN FOR THE AWARD FEE

1. Introduction

a. Purpose. This Contract Performance Evaluation Plan serves as the basis for evaluation of the contractor's performance on the System Development and Maintenance (SDM) Contract. The award fee is intended to motivate and incentivize the contractor to provide work products that exceed the terms and conditions (quality, schedule, and cost) as set forth in the individual task orders. There is neither a requirement nor a presumption that the fee set for a given period will become a baseline for the fee applicable to future periods.

b. Determination. Allocation of the award fee is a unilateral determination of the Government which is not subject to the "Disputes" Clause of the contract.

2. Organization and Responsibilities

a. Fee Determination Official. The Fee Determination Official is a senior CIO management official (either the Chief Information Officer (CIO) or a duly authorized representative from the Office of the Chief Information Officer), independent from the user component, who makes the final award fee determination.

The responsibilities of the Fee Determination Official are:

- To approve the Contract Performance Evaluation Plan and any changes required during contract performance
- To review the recommendation of the Performance Evaluation Board and to discuss it with the Board Chairperson, and, if appropriate, others such as the COTR and the contractor
- To issue and sign the award fee determination for that period, specifying the amount of award fee determined and the basis for that determination

b. Performance Evaluation Board. The Performance Evaluation Board (PEB) is a panel of senior management officials who perform an in-depth review of all aspects of the Contractor's performance and recommend an award fee to the Fee Determination Official.

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The Performance Evaluation Board shall be chaired by a senior CIO management official. The Chairman of the Performance Evaluation Board will be selected by the Chief Information Officer and will be a non-voting member of the Board. The Performance Evaluation Board shall also consist of five voting members who are appointed by the CIO. The Chairman and the five voting members will be designated separately, in writing, by the Government.

The responsibilities of the Performance Evaluation Board are:

- To perform an in-depth review of the Contractor's performance based upon the Task Order Manager input, COTR input, and such additional performance information as may be obtained from the contractor and other sources
- To submit a PEB Report to the Fee determination Official covering the Board's findings and recommendations for each evaluation period
- To ensure that the award fee process is administered in accordance with the policy and guidelines of the Contract Performance Evaluation Plan
- To recommend appropriate changes in the contract performance evaluation plan for consideration and approval by the Fee Determination Official

c. Contracting Officer. The Contracting Officer shall determine the amount of the award fee pool available and shall serve as an advisor to the Performance Evaluation Board. The Contracting Officer may make a report to the Performance Evaluation Board with recommendations concerning the amount of the fee to be awarded based on the Contracting Officer's assessment of performance or audit results.

The responsibilities of the Contracting Officer are:

- To determine the available award fee pool
- To serve as an advisor to the Performance Evaluation Board
- To prepare a report and recommendation on the award fee when there is sufficient reason for such a report
- To approve the award fee letter, and then sign and provide the letter to the Contractor

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d. Contracting Officer's Technical Representative (COTR). The COTR is the Government official designated to receive and assess individual Task Order Manager reports and to present performance information and an award fee recommendation to the Performance Evaluation Board.

The responsibilities of the COTR are:

- To communicate on a regular basis with the Contractor and discuss the Contractor's performance
- To recommend an award fee to the Performance Evaluation Board based on the COTR's narrative assessment of Task Order Manager comments, discussions with the Contracting Officer, the Contractor's technical progress reports, and meetings with the Contractor
- To serve as a non-voting member of the Performance Evaluation Board and to attend all Board meetings

e. Performance Evaluation Board Executive Coordinator. The Executive Coordinator will serve as a non-voting member of the Performance Evaluation Board and will assist the COTR and the Chairperson in the execution of the award fee process. The responsibilities of the Executive Coordinator are:

- To administer the award fee evaluation process and to provide training to Task Order Managers
- To ensure that the award fee process is completed in a timely manner
- To calculate the award fee recommendation based on Task Order Manager performance evaluation reports
- To arrange board meetings and agenda and prepare official Performance Evaluation Board reports and other correspondence

f. Task Order Manager. The Task Order Manager monitors the Contractor's performance on a daily basis and as such is the primary point for assessing Contractor

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performance in the award fee evaluation process. The responsibilities of the Task Order Manager are:

- To oversee the Contractor's efforts and maintain ongoing communications with their contractor counterparts;
- To keep the COTR informed of contractor performance and to alert the COTR when there are potential or existing contractor performance problems
- To provide a written evaluation of the Contractor's performance on a monthly basis and at the end of the award fee cycle
- To participate in Status Review meetings by providing the contractor with feedback on performance
- To maintain a log or diary of events and communications with the contractor for use in the monthly and end of period award fee evaluations

3. Award Fee Cycle

Performance under this contract will be evaluated on a semi-annual basis (every 6 months). All task orders that have work underway during the award fee cycle shall be evaluated. The only exception is those task orders where the task order start date is one (1) month or less prior to the end of the award fee cycle.

Each evaluation will be scheduled so that the final determination of the fee earned will be accomplished within 45 calendar days after the end of an evaluation period.

4. Award Fee Pool

The award fee pool will be determined by the maximum allowable award fee percentage and the budgeted amount of work to be performed in the task order(s) for that particular award fee period. Therefore, the award fee pool will vary each award fee period depending upon the amount of tasking the contractor has received. Firm fixed price task orders will not be included in the award fee pool. The Contracting Officer shall keep the Contractor informed of the award fee pool.

Any unawarded portion of each respective award fee period pool shall not be automatically transferred to another period and shall be withdrawn from any award fee pool. However, the FDO can, if deemed appropriate, recommend to the Contracting Officer that fee (or partial fee) from one award fee period be transferred to another award fee period.

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As part of the fee determination process, the Performance Evaluation Board or the Fee Determination Official may recommend that task order fee be removed or withheld from the award fee pool when contractor performance justifies the removal of fee.

5. Task Order Priority

The Government may determine, at the beginning of an award fee period, task orders which will be deemed to be critical during the period. The Contractor will be notified in writing of the critical task orders. The Executive Coordinator shall create and maintain a Task Order Priority List of all task orders that were active during the award fee period. Task Order priority shall be used in determining a weighting, based on the ratings given by the Task Order Managers. Tasks with a higher priority shall receive a higher weighting in the award calculation.

6. Performance Evaluation Categories, Criteria, and Fee Allocation Weighting

The evaluation criteria established for the evaluation of award fee are as follows:

a. Technical (50 percent)

The following are elements that will be considered in evaluating the Contractor's technical performance. All elements may not necessarily be relevant for each evaluation.

(1) Design - Approach in design concepts, analysis, incorporation of R&D and/or prototyping results, Business Process Reengineering and requirements definition; consideration of ease use, operational efficiency/performance improvements, and cost of the final design; interfaces with other systems and/or system components; consideration and effective mitigation of risk

(2) Development - Conception/execution of detailed design and software design, development and testing; development and execution of test scenarios, plans and procedures; consideration of new and innovative methods and solutions; development and implementation of workarounds/contingency plans; ability to maintain legacy system(s) as a modern, state-of-the-art system; effective quality assurance and configuration management

(3) Achievement/Implementation - Ability to meet the technical and performance requirements as specified within the task order or design

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documents; thoroughness and accuracy of completed tasks and/or work products; response to requirements of the task order or technical direction; ability to provide skillful, original or straight-forward solutions beneficial to the Government and public/user requirements; ability to resolve contract performance problems without guidance from PTO personnel

(4) Schedule - Ability to meet key program milestones and task order delivery dates; reaction time and appropriateness of response to changes, recovery from delays, response to emergencies and other unexpected situations

b. Business Management (20 percent)

The following are elements that will be considered in evaluating the Contractor's Business Management performance.

(1) Program Planning, Organization and Management - Assignment and utilization of contractor staff; recognition of critical problem areas; cooperation and effective working relationships with Government personnel and other contractors; planning, organizing, and managing all program elements; formulation of business and technical decisions; management actions to achieve and sustain a high level of productivity; provide management/COTR with prompt communication regarding progress, problems and other related contract performance issues

(2) Contract and Subcontract Management - Compliance with contract provisions; effectiveness of property and material control; effectiveness of subcontract direction, coordination and administration; effectiveness of Small Business Subcontracting Program

c. Resource Management (30 percent)

The following are elements that will be considered in evaluating the Contractor's resource management performance.

(1) Cost Control - contractor's reimbursed costs and projected costs remain within the cost estimate negotiated for the task order; contractor controls costs through study and use of alternative arrangements, cost avoidance programs, etc.; contractor keeps management/COTR of potential cost issues and possible overruns

(2) Efficiency -- contractor assigns appropriate resources to tasks; personnel resources are made available when required and are at the right skill level to perform the task; efficient use of materials, equipment, and ODC's

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7. Adjective Rating and Scoring

a. Ratings. The following standards of performance shall be employed in determining whether and to what extent the contractor has earned or may be entitled to receive any award fee:

- Excellent (90 to 100). Performance is superior in virtually all aspects of the subcategory. The Contractor has demonstrated an overall level of performance which exceeds the standard by a substantial margin in numerous significant tangible and intangible benefits to the Government (i.e., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of systems and operations).
- Commendable (80 to 89). Performance of most task requirements is uniformly well above the standard and exceeds the standard in many significant areas. Although some areas may require improvements, these are minor and are more than offset by better performance in other areas. Contractor actions have resulted in tangible and intangible benefits to the Government (i.e., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of systems and operations).
- Good (70 to 79). Performance in most aspects meets the standard, and it exceeds the standard in several significant areas. While the remainder of the effort generally meets task order requirements, areas requiring improvement are more than offset by better performance in other areas. Contractor actions have resulted in some demonstrated benefits to the Government (i.e., improved quality, responsiveness, timeliness or effectiveness).
- Fully Successful (60 to 69). Performance is generally adequate in all aspects of the subcategory, resulting in satisfactory performance. Some areas of deficiency need to be improved or corrected but contractor performance meets the technical requirements of the task order.
- Unsatisfactory (0 to 59). Performance is below standard in several areas and performance in accordance with the task order requirements fails to meet minimum requirements. Quality, responsiveness, timeliness and/or economy in many areas require attention and action. Corrective actions have not been taken or are ineffective. Overall unsatisfactory performance shall not be given award fee.

8. Determination of Award Fee

a. Task Order Manager's Performance Evaluation Report

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Monthly each Task Order Manager shall complete a Performance Evaluation Report for every active task order and for any task order that concluded during the month. The monthly Performance Evaluation Report will contain a narrative describing the contractor's performance in the areas of Technical, Business Management, and Resource Management as well as an overall numerical rating for the task order. The Executive Coordinator will maintain this data as verification of contractor past performance. Past performance data (derived from the Task Order Manager's Performance Evaluation Report) may be used by the Government for selecting contractors for task order issuance.

At the end of the award fee cycle, the Task Order Manager will be required to provide an overall assessment of the contractor's performance for the entire award fee cycle. This assessment will include a written narrative of the accomplishments, proficiencies, and deficiencies regarding contractor performance as well as the rating of all tasks within the task order. Using a Task Order Performance Evaluation Report Rating Form the Task Order Manager will document the rating of all the tasks and will provide the Task Order Manager's recommended rating for the entire task order. This data will be submitted to the Award Fee Executive Coordinator for submission to the COTR and the PEB.

b. COTR's Award Fee Recommendation

The COTR shall make an independent assessment of the Contractor's performance, and shall write a narrative report that includes an independent award fee recommendation to the Performance Evaluation Board. The recommendation may be more or less than that calculated from the Task Order Manager's Performance Evaluation Reports. In making this independent assessment and recommendation, the COTR shall consider the following:

- Quality and completeness of work products including reliability, ease of use, operational efficiency, latent defects
- Information provided by the Contractor on monthly status reports
- Comments made by Task Order Managers on their Performance Evaluation Reports
- Information conveyed to the COTR as a result of status meetings with the Contractor
- A comparative analysis of actual direct hours and labor rates expended versus those negotiated or projected

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- The COTR's overall judgement of the success of the Contractor's performance

The COTR's independent assessment and award fee recommendation shall be submitted along with the Task Order Manager's Performance Evaluation Reports to the Executive Coordinator of the Performance Evaluation Board.

c. Contracting Officer's Award Fee Recommendation

The Contracting Officer normally will not provide a written report of award fee recommendation to the Performance Evaluation Board. The Contracting Officer is a non-voting member of the Board, and will participate in discussions leading to the Board's recommendation of an award fee that is made to the Fee Determination Official. The Contracting Officer retains the right to present a formal report and award fee recommendation as circumstances warrant.

The Contracting Officer shall consider the following factors either as part of general Performance Evaluation Board discussions or as part of a formal report:

- The Contracting Officer's overall judgement of the success of the Contractor's performance
- An analysis of the Contractor's management of direct and indirect costs
- Information provided by the Contractor
- Results of audits (if any) of the Contractor's business practices

d. Performance Evaluation Board's Award Fee Recommendation

The Executive Coordinator of the Performance Evaluation Board will schedule the Performance Evaluation Board meeting after receipt and dissemination of the award fee recommendation reports from the COTR and the Contracting Officer, if one is prepared by the Contracting Officer. The Performance Evaluation Board will perform an in-depth review of the information provided and shall arrive at its recommended award fee percentage.

The award fee percentage recommended may be more or less than the percentage suggested by the recommendations received from the COTR and the Contracting Officer (if provided). The recommended percentage cannot exceed 100 percent of the available award fee pool. See the attached Award Fee Conversion Table for converting the recommended percentage into the percentage of available award fee that the contractor may receive.

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The voting members shall arrive at a consensus recommendation and shall direct the Executive Coordinator to prepare a written summary that documents the recommendation. This report shall be signed by each voting member and the chairperson and shall be forwarded to the Fee Determination Official.

The members of the Performance Evaluation Board shall also review the performance categories and weighting of the categories of the Performance Evaluation Plan. They may recommend and approve changes to the plan for subsequent evaluation periods as they so determine. Any such changes shall also be reviewed and approved by the Fee Determination Official and the Contracting Officer. The Contracting Officer shall provide a copy of any changes to the Performance Evaluation Plan to the Contractor. Any revisions to the Performance Evaluation Plan shall be presented to the Contractor prior to the evaluation period in which it will be used.

e. Contractor Self-Assessment

The Contractor may, at their discretion, submit a written self-evaluation of accomplishments and performance to the Performance Evaluation Board for its use during the determination of the award fee amount. The date and place of submission shall be determined by mutual consent between the Government and the Contractor, but no later than 15 days subsequent to the end of the evaluation period. This assessment should address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor should describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The Contractor will not be penalized for a realistic self-assessment. The self-assessment itself will not be the basis for the award fee determination. If prepared, the costs for preparation of the self-assessment shall not be an allowable cost under the contract.

f. Final Determination

The Fee Determination Official shall review the Performance Evaluation Board's recommendation and any supporting documentation. The Fee Determination Official may also review the COTR's assessment, the Contracting Officer's assessment, the Task Order Manager's Performance Evaluation Reports, the Contractor's Self Evaluation, and any other documentation that the Fee Determination Office may deem necessary in making the final fee determination. Once the fee determination has been made, the Fee Determination Official will send a letter to the Contracting Officer documenting the fee determination.

The Government's determination shall be final and the Contracting Officer shall unilaterally amend the contract to provide for the award fee, if any.

9. Right to Make Unilateral Changes

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Any matters covered in this plan not otherwise requiring mutual agreement under the contract, except the designated Fee Determination Official, may be changed unilaterally by the Fee Determination Official prior to the beginning of an evaluation period by timely notice to the Contractor in writing. The changes will be made without formal modification of the contract.

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AWARD FEE CONVERSION TABLE

The following table is for use in converting the Fee Determination Official's recommended percentage into the percentage of available award fee that the contractor may receive:

	Recommended Percentage	Percentage of Available Award Fee
	100	100
	99	100
	98	100
	97	100
	96	100
	95	100
	94	100
	93	98
	92	96
	91	94
<u>Excellent</u>	90	92
	89	90
	88	88
	87	86
	86	84
	85	82
	84	80
	83	78
	82	76
	81	74
<u>Commendable</u>	80	72
	79	70
	78	68
	77	66
	76	64
	75	62
	74	60
	73	58
	72	56
	71	54
<u>Good</u>	70	52
	69	50
	68	50
	67	50
	66	50
	65	50
	64	50
	63	50
	62	50
	61	50
<u>Fully Successful</u>	60	50

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Deliverable Number: FN01**Title/Description:** Monthly Status Report**Frequency of Submission:** Monthly **No. of Copies:** 10 (see Remarks)**First Submission Due:****Subsequent Submissions Due:** Fifteen Days After the Close of the Contractor's Fiscal Month**Government Acceptance Required:** Yes**Government Response Due:** 10 Working Days After Receipt**Remarks:** In addition to 10 complete copies, USPTO requests an additional 15 copies of Section 1 and the appendices.**Format/Content Requirements and Instructions:**

This report is prepared by the contractor to provide a comprehensive review and analysis of cost, schedule, and technical performance of each contract task. Status report data will be used by USPTO Program Management to: (1) evaluate task performance; (2) identify the magnitude and impact of actual and potential problem areas causing significant cost and schedule variances from plan; and (3) provide valid, timely, and auditable task status information to USPTO executive management.

Application/Interrelationship:

Data reported in the Monthly Status Report will pertain to all authorized tasks, including both priced and unpriced effort. The level of detail to be reported normally will be limited to individual tasks within a Task Order. If a problem area is indicated at the task level, more detailed data will be provided at the activity level until the problem is resolved. Specific variance thresholds, if exceeded, shall require detailed analysis and explanation and will be subject to negotiation between USPTO 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 at the task level if the current month actual cost variance is more than (+/-) 10% of the planned budget unless the dollar variance is within (+/-) \$2,500 of the planned budget or if the cumulative variance is more than (+/-) 10% of the planned budget unless the dollar variance is within (+/-) \$10,000 of the planned budget.

Preparation Instructions:

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

- Section 1 Executive Summary
- Section 2-N Active Task Order Status

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FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)**DELIVERABLE NUMBER:** FN01 p. 2

- For each active Task Order the following will be provided:
 - Task Order Summary
 - Task Status
 - Outlook for Next Month
- Appendix C Hours By Task and By Individual Name
- Appendix D Financial Reports for Closed Task Orders (Closed 90 days or less)
 - For each closed Task Order the following will be provided:
 - Task Order Summary
- Appendix E Semi-Annual Financial Reports for Inactive Task Orders
 - For each inactive Task Order the following will be provided:
 - Task Order Summary

Section 1 - Executive Summary

The contractor shall provide a brief narrative of the accomplishments, problems, and issues regarding all formally authorized tasks. This section should reflect the contractor's assessment of overall task status (cost, schedule, and technical) in relation to planned performance. Schedule performance should be discussed in terms of the key milestones associated with automated systems development and maintenance. Monthly and cumulative budget vs. actual cost and cost variance shall be provided at the total Task Order level, monthly for active Task Orders, and bi-annually for inactive Task Orders.

In addition, the contractor shall report on the monthly status of the Task Order development and implementation process in accordance with the following:

- Task Orders in process (by title, budget value, and period of performance)
- Task Orders under development
 - Title
 - Status
 - USPTO/Contractor Point-of-Contact
- Task Orders completed during month
 - Title
 - Completion Date

Sections 2-N - Task Order Status:

Cost and technical status will be reported at both a summary (Task Order) and detail (task level) for all active Task Orders.

Task Order Summary**Cost Status**

A cost summary will be provided at the Task Order level that depicts the following:

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FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)**DELIVERABLE NUMBER:** FN01 p. 3

- * Current and cumulative budgeted direct labor hours by labor category
- * Current and cumulative actual direct labor hours expended on the Task Order by labor category
- * Current and cumulative variances between budgeted and actual labor hours by labor category
- * If subcontractors are used, current and cumulative budgeted and actual subcontractor labor hours (cost-shared and non-cost-shared). Subcontractor actual labor hours must reflect the current report period
- * Current and cumulative budgeted and actual costs (labor, material, other direct costs, travel, documentation, subcontractor costs)
- * Current and cumulative variances between budgeted and actual direct costs
- * Task Order budget at completion
- * Percentage of cumulative actual costs to the Task Order budget at completion

Technical Status

Technical status will be reported in terms of the objectives established in the Task Order. The contractor shall, whenever possible, establish objective criteria for evaluating technical progress in relation to the plan for accomplishing the technical objectives of the contract.

Task Status**Cost and Technical Status**

The cost and technical status reporting provisions pertaining to Task Orders will apply to the task level. Reporting at the task level will generally constitute the lowest level of reporting. In cases where cost and schedule variances exceed established thresholds, reporting will, at the discretion of USPTO, be required at the activity level until such time as performance problems are resolved.

Variance Analysis

Detailed analysis of cost and schedule variances from plan will be required whenever variances exceed a threshold established in the Task Order. Cost variance thresholds will be expressed in terms of dollars and percent. Schedule variance thresholds will be expressed in terms of deliverables or task end-dates that are days ahead of, or behind, the schedule established in the Task Management Plan.

Variance thresholds will vary according to the size, scope, and criticality of the effort. Variance thresholds will be specified in the Task Order and will be subject to negotiation between USPTO and the contractor.

Variance analysis shall include:

- * Nature of the variance (dollars/percentage over or under costs baseline; days ahead of or behind schedule)

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)**DELIVERABLE NUMBER:** FN01 p. 4

- Reason(s) for the variance
- Impact on the immediate Task Order
- Corrective action taken

Outlook for Next Month

This section will contain a compilation of all significant activities and events to be addressed in the next Monthly Status Report. The contractor will specifically address workarounds and other planning efforts undertaken to resolve problems identified in the current month's Status Report.

Appendix C - Hours by Task and by Individual Name

The contractor shall report for both discrete and level of effort Task Orders. The report shall include hours by Task Order, task and/or activity levels, and by individual names (including the names of subcontractors working on the task).

Mechanized Data Submissions

The contractor shall submit cost and labor hour data via electronic media in ASCII flat files (a copy of the electronic format is attached). A listing of the file names, file size, and other pertinent data accompany the submission to expedite data processing by USPTO. Two electronic data downloads will be provided on a monthly basis. One download will reflect cost and labor hour actuals at the task level for all tasks. The second download will include actuals by WBS Level 7 program codes for activities for which program codes have been assigned.

Appendix D - Financial Reports for Closed Task Orders (90 days or less)**Cost Status**

Cost status will be reported at a summary (Task Order) level. The cost status provisions pertaining to active Task Orders will apply to the closed Task Orders.

Variance Analysis

Detailed analysis of cost from plan will be required on all closed Task Orders.

Appendix E - Semi-Annual Financial Reports for Inactive Task Orders**Cost Status**

Cost status will be reported at a summary (Task Order) level on a semi-annual basis. The cost provisions pertaining to active Task Orders will apply to the inactive Task Orders.

Variance Analysis

Detailed analysis of cost from plan will be required on all inactive Task Orders.

Task Order Actual Cost Download Requirements

September 1995

This document explains the requirements for submitting task order actual costs electronically. An example of the format is provided.

A cost download is submitted the 18th of each month for the previous month. A hard copy of the monthly status report must accompany the download for data verification. The download must be submitted as a flat ASCII data file, i.e., must contain no special word processing or other characters. No double or single quotes ("", ') are to be present in the file.

Actuals are submitted monthly in files using the Fixed Field Length format, i.e., each value takes up a fixed number of characters. Submit actuals only for those task orders that have actuals that month. The data can be contained in multiple files, provided the files are numbered as shown below.

Each file must be named using the following convention:

to_act<number>.<month><year>

The prefix 'to_act' identifies the file as containing task order actuals.

The <number> identifies the sequence for groups of multiple files.

The <month> identifies the calendar month for which the actuals are submitted. It must be a single character, numeric for the first nine months of the calendar year, alphabetic for the last three months. For example:

January	1
February	2
March	3
April	4
May	5
June	6
July	7
August	8
September	9
October	O (the letter O, not the number 0)
November	N
December	D

The <year> is a two digit character identifying the calendar year for which the actuals are submitted.

Examples:	to_act1.195	First of two files for January 1995
	to_act2.n95	Second of two files for November 1995

Each line in the file represents a single record consisting of the following:

Characters	1 through 12	Task Number
Characters	13 through 20	Cost element category as follows:

Task Order Actual Cost Download Requirements (continued)

Hours

1	Labor Category A Hours
2	Labor Category B Hours
3	Labor Category C Hours
4	Labor Category D Hours
6	Labor Category E Hours
25	Non-Exempt Hours
99	Subcontractor NCS Labor Hours

Dollars

26	Misc. Adjustment Dollars (e.g., for clerical error)
27	Year End Adjustment Dollars
DIRLABOR	Prime Contractor Labor Dollars, including benefits and facilities
DOCUMENT	Documentation Dollars
MATERIAL	Material Dollars
OTHER	G&A and ODMS Dollars
OTHERDIR	Other Direct Costs
SERVICES	Subcontractor Total Dollars
TRAVEL	Travel Dollars

Characters	21 through 35	No longer used
Characters	36 through 50	Current Month Actual Hours/Dollars
Characters	51 through 110	No longer used
Characters	111 through 125	Cum. to Date Committed Cost

A sample file is shown below. Lines are shown wrapped as they exceed 80 characters. Disregard values in the obsolete columns.

95-6.1	OTHER	0.00	0.00	4777.62	4597.91
	4777.62	0.00	0.00		
95-6.1	OTHERDIR	0.00	0.00	0.00	46.66
	0.00	0.00	0.00		
95-6.1	TRAVEL	0.00	0.00	651.75	492.95
	651.75	0.00	0.00		
95-6.2	10	0.00	0.00	133.20	299.50
	133.20	0.00	0.00		
95-6.2	20	0.00	0.00	296.40	49.20
	296.40	0.00	0.00		
95-6.2	30	0.00	0.00	230.00	9.00
	230.00	0.00	0.00		
95-6.2	40	0.00	0.00	230.00	0.00
	230.00	0.00	0.00		
95-6.2	DIRLABOR	0.00	0.00	27691.40	18088.83
	27691.40	0.00	0.00		
95-6.2	OTHER	0.00	7.17	8004.40	5095.88
	8004.40	0.00	0.00		

000176

HOURS BY TASK AND INDIVIDUAL NAME

REPORT PERIOD: DECEMBER 1991

TASK ORDER 90-8 U.S. PATENT IMAGE BACKFILE LOAD

TASK ORDER 90-8.1 PLANNING AND TECHNICAL SUPPORT

HELLER, A.R.	150.50
JOHANSEN, H.O.	160.00
O'CONNELL, J.M.	<u>15.00</u>
	325.50

TASK ORDER 90-8.2 SOFTWARE MODIFICATION/SYSTEM SUPPORT

CARLETON, S.E.	5.00
PHILLIPS, P. W.	<u>45.00</u>
	50.00

TASK ORDER 90-8.3 LOAD & INSTALL U.S. PATENT BACKFILE IMAGES

AMORY, L.T.	155.00
BAYLOR, W.B.	160.00
BISHOP, H.L.	178.00
BRENNER, M.T.	190.00
CONNER, J.A.	165.00
CLARKE, W.W.	183.00
FRANKLAIN, T.S.	151.50
HEARST, P.L.	155.00
JEFFERSON, R.T.	131.00
JEFFERY, M.R.	156.00
MARSON, W.A.	152.00
MASON, P.E.	135.00
O'BANNON, M.X.	143.00
PEARSALL, A. W.	160.00
REXHALL, S.T.	142.00
RYDER, W.F.	133.00
SANDERSON, M.M.	101.00
WHETSTONE, P.T.	<u>132.00</u>
	2,722.50

TASK ORDER 90-8.4 DEVELOP RAD LOAD PLAN

HEINLEIN, R.W.	<u>19.50</u>
	19.50

TOTAL TASK ORDER 90-8 3,175.50

As of 02-JAN-92:1718

000177

AUTOMATED PATENT SYSTEM
TASK ORDER SUMMARY
REPORT PERIOD : AUGUST 1995

TASK ORDER 96-XX TASK ORDER TITLE

LABOR HOURS Category	Current			Cumulative-To-Date			At Completion		
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance
CATEGORY A LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY B LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY C LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY D LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY E LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NON-EXEMPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBCONTRACTOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR COST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS:									
ODCs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DOCUMENTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL OTHER COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TASK ORDER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

0.00%

0.00%

Percentage of Budget Used to Date : 0.00 %

000178

SAMPLE

APPENDIX B

EXPLANATION OF THE MONTHLY STATUS REPORT BUDGET BASELINE

The December Monthly Status Report budget baseline has been updated to include one contract modification. A summary of the current budget baseline updates follows:

- The budget baseline for Task Order 92-1 has been updated to incorporate UNDX Support per Contract Modification 116, dated November 27, 1991
- The budget baseline for Task Order 92-3 has been updated to incorporate Fujitsu Tape Drive Maintenance per Contract Modification 116, dated November 27, 1991
- The budget baseline for Task Order 92-5 has been revised to delete the disapproved PCs per Contract Modification 116, dated November 27, 1991

Exhibit B-1 documents the revised budget baseline by citing the source budget document(s), listing both the original proposed budget and the Monthly Status Report budget for each Task Order, and identifying the reasons for any differences between the two budgets.

Normally a Task Order is added or modified in the budget baseline upon issuance of a new Task Order or a formal contract modification to an existing Task Order. Handling of some special cases is described in footnotes (3), (6), (7), (10), (13), (14), (52), (54), and (58) that follow.

The following notes apply to Exhibit B-1:

- (1) The Monthly Status Report budget baselines for Task Orders issued in GFY89 were calculated using forward pricing rates current at the time of submission. The proposal budgets were calculated at earlier rates. The difference between the effective rates when the proposal was submitted and the current rates at the time that the budget baselines were calculated results in a small difference in burdened cost between the baseline and the proposals.
- (2) The Monthly Status Report budget baseline is calculated in Artemis which allows only three decimal place accuracy. Some budget submissions were calculated in LOTUS using four decimal places. There is a difference of .0004 in the rate used to calculate escalation beginning in April 1990.
- (3) These amounts reflect changes that were submitted in the respective Task Management Plans.
- (4) This amount represents changes to the budget baseline per Contract Modification No. 73 (issued March 27, 1989) for space to house the Maintenance and Technical Support Facility. Burdened costs were added retroactively from March 1989 through September 1989.
- (5) This amount represents changes to the budget baseline per Contract Modification No. 75 (issued May 10, 1989) for a 60-month LTOP of 6 Sony Library Storage Units. Burdened costs were added to the July 1989 through September 1989 budgets. A lump sum payment for the 7 months from January 1989 through July 1989 is budgeted in July. Single-month payments are budgeted in August and September. The balance of the burdened costs provided in Contract Modification No. 75 represents 4 months of payments prior to January 1989 to the Phase II contracts.

December 23, 1991

BUDGET BASELINE SUMMARY
ACTIVE TASK ORDERS

Task Order	DESCRIPTION	TOTAL PROPOSED BUDGET	MONTHLY STATUS REPORT BUDGET	ADJUSTMENT AMOUNT	REMARKS
91-14	TEXT SEARCH	000,000 (***)	000,000	(0,000)	Replica using rates - USPTO Nr 7/20/90 (01H26)
91-15	BASELINE DELIVERY 1.7	0,000,000 (***)	0,000,000	(0,000)	Replica using rates - USPTO Nr 7/20/90 (01H26)
91-16	REENGINEERING FOR DEPLOYMENT	000,000 (***)	000,000	0	
91-17	BASELINE DEVELOPMENT	000,000 (***)	000,000	0	
92-1	PROGRAM MANAGEMENT	0,000,000 (***)	0,000,000	0,000	Add INW Maintenance Support - Modification 112 (23H01)
92-2	SYSTEM-WIDE DEVELOPMENT	0,000,000 (***)	0,000,000	0	
92-3	OPERATIONS AND MAINTENANCE	0,000,000 (***)	0,000,000	00,000	Add Samsung Tape Drive Maint - Modification 112 (23H01)

*** Issued Task Order without fee and FCCOM

CONTRACT DELIVERABLE DESCRIPTION**Deliverable Number:** FN02**Title/Description:** Contract Funds Status Report**Frequency of Submission:** Yearly **No. of Copies:** 5**First Submission Due:** June 25**Subsequent Submissions Due:** June 25**Government Acceptance Required:** Yes**Government Response Due:** 30 Days After Receipt**Remarks:** An Estimate-At-Completion (EAC) will be submitted yearly (June 25) in conjunction with this Contract Deliverable.**Format/Content Requirements and Instructions:**

The Contract Funds Status report is designed to supply funding data to the USPTO Project Manager and the COTR for: (1) updating and forecasting contract funding requirements through Task Orders, (b) planning and decision making on funding changes in contracts, (c) developing funding requirements and budget estimates in support of approved Task Orders, and (d) determining funds in excess of contract needs and available for deobligations, and (e) obtaining rough estimates of termination costs.

Application/Interrelationship:

The Contract Funds Status Report shall be submitted to USPTO on a yearly basis no later than 25 calendar days following the end of the month of May.

Data reported in the Contract Funds Status Report will pertain to all authorized Task Orders, including both priced and unpriced effort and forecasted tasks not yet authorized.

The level of detail to be reported will be by the contract line item number (CLIN) for acquired hardware and acquired software (if any), and by Task Order for Labor/ODCs.

Preparation Instructions:

The Contract Funds Status Report shall be submitted in accordance with the following format provided in Figure 1 and the following requirements:

Item 1: Contract Line Item Task Order: For Labor, data is to be entered by individual Task Order number and the period of performance. Procurements for Hardware and Software will be listed as a single line item under the appropriate Government Fiscal Year (GFY). A separate line for FCCOM, Base, and Award Fee will also be listed.

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FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: FN02 p. 2

Item 2: Funding Authorized to Date: Contract funding authorized to date through reporting period.

Item 3: Accrued Expenditures and Open Commitments: For this report the following definitions will apply:

Accrued Expenditures. For this report, include recorded or incurred costs as defined within the Allowable Cost, Fee, and Payments Clause for cost type contracts or the Progress Payments Clause for fixed price contracts, plus the estimated fee or profit earned. Such costs include:

Actual payments for services or items purchased directly for the contract.

Progress payments made to subcontractors.

Open Commitments. For this report, open commitments are costs incurred (issued purchase orders and subcontract modifications, if any subcontractors are utilized), but not necessarily paid.

Item 4: Authorized Work-Not Definitized: Enter the estimated price for the authorized and signed Task Orders in accordance with Standard Form 1411 burdened costs. Amounts for contract changes will not be included in this item until they have been priced and incorporated in the contract through a formal modification to the contract.

Item 5: Authorized Work-Not Definitized: Enter the contractor's estimate of the funding requirements (burdened costs) for performing required work (Task Orders) for which firm contract prices have not yet been agreed to in writing by the parties to the contract. Report values only for Task Order work for which written authorization has been received. Enter in Narrative Remarks a brief, but complete, explanation of the reason for the change in funds, if required.

Item 6: Authorized Work-Subtotal: Enter the total estimated price for each Task Order and CLIN authorized.

Item 7: Forecast: Enter an estimate of funding requirements for Task Orders, provisional tasks, and changes proposed by the Government or by the contractor, but not yet directed by the contracting officer. Also provide an estimate for FCCOM, Base and Award Fee to the appropriate line(s). In the Narrative Remarks, state each Task Order and Task Order number or change document number and estimated value of each.

Item 8: Total Requirements: Enter an estimate of total fund requirements for Task Orders authorized and forecast. This will be the sum of Items 6 and 7.

Item 9: Funds Carryover: The item 9 column is applicable to only CLINs for acquired hardware and acquired software. Report the amount by which the prior fiscal year funding was in excess of the prior year's requirement. If there is no carryover, report zero. Specific instructions for the use of this item may be made a part of the contract.

Item 10: Total Funds Required: Enter the total funds required by subtracting Funds Carryover (Item 9) from Total Requirements in Item 8.

000182

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: FN06	
Title/Description: Estimate-At-Completion (EAC)	
Frequency of Submission: Yearly	No. of Copies: 5
First Submission Due: June 25	
Subsequent Submissions Due: June 25	
Government Acceptance Required: Yes	
Government Response Due: 30 days after receipt	
Remarks: Submitted yearly in conjunction with the Contract Funds Status Report (FN02).	
<p>Format/Content Requirements and Instructions:</p> <p>The Estimate-At-Completion (EAC) is the contractor's best estimate of funds required to perform the totality of the work that has been authorized. The EAC is comprised of two segments:</p> <p>A. <u>Actuals</u>. Actual expenditures and accruals through the last accounting month for which data are available, prior to submittal of the EAC.</p> <p>B. <u>Estimate-At-Completion</u>. The contractor's forecast of expenditures from the date of the actuals through the completion of the tasking. The issue of accruals versus forecast will be resolved in accordance with best judgment of the contractor, and the resolution of these issues will be provided in Pricing Notes. It is necessary that the EAC reflect the total, whatever the resolution.</p> <p>A variance analysis is required for each Task Order in Section 3.1 and CLIN in Section 4.1 for which the EAC varies from the budget baseline by +/- 10%.</p> <p>The content of the EAC is as follows:</p> <ul style="list-style-type: none"> Y Section 1.0 -- Introduction Y Section 2.0 - Comparison of budget baseline vs. EAC at the Project level by CLINs for Labor, acquired hardware and acquired software (if any). Y Section 3.0 - Labor EAC Y Section 3.1 - Comparison of budget baseline vs. EAC by cost element within Task Order (Labor) 	

000184

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: FN06 pg. 2

- ✕ Section 3.2 - Comparison of budget baseline vs. EAC by task within Task Order (Labor)
- ✕ Section 3.3 - EAC supporting data - Task Order by month
- ✕ Section 3.4 - Cost variance explanations by Task Order
- ✕ Section 4.0 - Acquired Hardware and Acquired software (if any) EAC
- ✕ Section 4.1 - Comparison of budget baseline vs. EAC by subcontract
- ✕ Section 4.2 - EAC supporting data - CLIN by month
- ✕ Section 4.3 - Cost variance explanations by CLIN

000185

SAMPLE

**BUDGET BASELINE VS EAC
PERIOD OF PERFORMANCE**

SECTION 2.1

	BUDGET	EAC	VARIANCE AMOUNT	VARIANCE PERCENT
BEFORE				
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
SUBTOTAL:	0.00	0.00	0.00	0.00
REQUIRED HARDWARE	0.00	0.00	0.00	0.00
REQUIRED SOFTWARE	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

000187

SAMPLE

**BUDGET BASELINE VS EAC BY GFY
GFY 199X**

SECTION 2.2

	BUDGET	EAC	VARIANCE AMOUNT	VARIANCE PERCENT
LABOR				
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
SUBTOTAL:	0.00	0.00	0.00	0.00
REQUIRED HARDWARE	0.00	0.00	0.00	0.00
REQUIRED SOFTWARE	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

0000188

SECTION 3.2

BK ORDER NUMBER	TITLE	BUDGET	EAC	VARIANCE AMOUNT	VARIANCE PERCENT
	MOTOR HOURS	0.00	0.00	0.00	0.00
	CONTRACTOR HOURS	0.00	0.00	0.00	0.00
	BK ORDER TOTAL	0.00	0.00	0.00	0.00
0000	TOTAL DIRECT LABOR	0.00	0.00	0.00	0.00
0001		0.00	0.00	0.00	0.00
0008	MATERIAL	0.00	0.00	0.00	0.00
0009	PLACES	0.00	0.00	0.00	0.00
0015	JS	0.00	0.00	0.00	0.00
0016	A	0.00	0.00	0.00	0.00
	BK ORDER TOTAL	0.00	0.00	0.00	0.00

SAMPLE

**BUDGET BASELINE VS EAC
TASK LEVEL BY TASK ORDER**

CTION 3.3

SK ORDER: NUMBER	TITLE	BUDGET		EAC		VARIANCE	
		AMOUNT		PERCENT		AMOUNT	
000190	9X-1.1	0.00	0.00	0.00	0.00	0.00	0.00
	9X-1.2	0.00	0.00	0.00	0.00	0.00	0.00
	9X-1.3	0.00	0.00	0.00	0.00	0.00	0.00
	9X-1.4	0.00	0.00	0.00	0.00	0.00	0.00
	9X-1.5	0.00	0.00	0.00	0.00	0.00	0.00
	9X-1.6	0.00	0.00	0.00	0.00	0.00	0.00
	9X-1.7	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL:		0.00	0.00	0.00	0.00	0.00	0.00

SAMPLE

**FUNDED VS EAC
SUMMARY**

SECTION 4.1

	FUNDED AMOUNT	EAC	VARIANCE AMOUNT	VARIANCE PERCENT
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
SUBTOTAL:	0.00	0.00	0.00	0.00
REQUIRED HARDWARE	0.00	0.00	0.00	0.00
REQUIRED SOFTWARE	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

00R

000191

Deliverable Number: FN07

Title/Description: Resource Estimate

Frequency of Submission: As required

No. Of Copies: 5

First Submission Due: 5 working days after receipt of Government Technical or Contracts direction

Subsequent Submissions Due: As Required

Government Acceptance Required: Yes

Government Response Due: 10 working days after receipt of the Resource Estimate. The Government will either authorize or reject the estimate in writing

Remarks: Once the Resource Estimate has been approved, the Contractor will provide updates to the TM02, Task Management Plan.

Format/Content Requirements and Instructions:

Resource Estimates are provided to the Government to estimate additional work in an existing Task Order, to estimate new or unauthorized tasks, or to document the descoping of a Task Order. The Resource Estimate consists of the following sections:

- Y Technical Approach.
- Y Schedule
- Y Deliverables
- Y Sizing Assumptions:
- Y Resource Estimate Summary

Technical Approach

The technical approach is a narrative section that states the overall task objectives and the basic activities necessary to achieve the objectives.

Schedule

The schedule is a bulletized list of the major milestones and deliverables to be performed in the task. Each item will include a scheduled completion date.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: FN07 p.2

Deliverables

The major contract deliverables are listed with a title and CDRL number or a highly descriptive title if no CDRL is assigned.

Sizing Assumptions

The sizing assumptions address the basis for the resource estimate. The source of the requirement will be referenced (for example, a task objective statement or a Government request for an estimate). There will be an explanation of the assumptions used in estimating the various direct cost elements (for example, labor, travel) and a list of other direct costs and material items required for successful completion of the task.

Resource Estimate Summary

A resource estimate summary provided to the Government with the total cost per contractor cost element of the described task or activity. If there are multiple Task orders or CLINs involved in the estimate then the resource estimate will separate the estimate and provide a cost column for each Task Order and/or CLIN along with a total column for the total cost of the task.

FN07 Co. original

15 Jun 95

SAMPLE

**TASK ORDER 95-
REVISED BASELINE SUMMARY
FN07 SUBJECT**

	CURRENT TM02 GEYS BUDGET	CURRENT TM02 BEY08 BUDGET	NEW FN07 GEYS	NEW FN07 GEYS	REVISED GFY95 BUDGET IF APPROVED	REVISED GFY96 BUDGET IF APPROVED
LABOR MANHOURS						
ACTIVITY A0:						
LABOR CATEGORY A	0	0	0	0	0	0
LABOR CATEGORY B	0	0	0	0	0	0
LABOR CATEGORY C	0	0	0	0	0	0
LABOR CATEGORY D	0	0	0	0	0	0
LABOR CATEGORY E	0	0	0	0	0	0
LABOR CATEGORY F	0	0	0	0	0	0
TOTAL MANHOURS:	0	0	0	0	0	0
LABOR COSTS						
ACTIVITY A0:						
LABOR CATEGORY A	0	0	0	0	0	0
LABOR CATEGORY B	0	0	0	0	0	0
LABOR CATEGORY C	0	0	0	0	0	0
LABOR CATEGORY D	0	0	0	0	0	0
LABOR CATEGORY E	0	0	0	0	0	0
LABOR CATEGORY F	0	0	0	0	0	0
TOTAL:	0	0	0	0	0	0
TOTAL LABOR COSTS:	0	0	0	0	0	0
FIXES	0	0	0	0	0	0
MATERIALS	0	0	0	0	0	0
PERMITS	0	0	0	0	0	0
INSTR/G&A	0	0	0	0	0	0
USA	0	0	0	0	0	0
TOTAL DOLLARS	0	0	0	0	0	0

NOTES:
The budget baseline is based on TM02, Revision X, dated Month/Day/Year

RESOURCE ESTIMATE

TASK ORDER 85-XX
FN07 SUBJECT

HOURS				COSTS			
	<u>GEY95</u>	<u>GEY96</u>	<u>TOTAL</u>		<u>GEY95</u>	<u>GEY96</u>	<u>TOTAL</u>
FACILITY AVO: (Labor Categories)				FACILITY AVO: (Labor Categories)			
LABOR CATEGORY A	0	0	0	LABOR CATEGORY A	0	0	0
LABOR CATEGORY B	0	0	0	LABOR CATEGORY B	0	0	0
LABOR CATEGORY C	0	0	0	LABOR CATEGORY C	0	0	0
LABOR CATEGORY D	0	0	0	LABOR CATEGORY D	0	0	0
LABOR CATEGORY E	0	0	0	LABOR CATEGORY E	0	0	0
LABOR CATEGORY F	0	0	0	LABOR CATEGORY F	0	0	0
TOTAL HOURS	0	0	0	SUBTOTAL	0	0	0
				(Unburdened Labor Cost)			
				TOTAL LABOR COSTS	0	0	0
				(Burdened Labor cost)			
				ODDS	0	0	0
				MATERIALS	0	0	0
				SERVICES (CAS)	0	0	0
				G&A/ODMS	0	0	0
				TOTAL DOLLARS	0	0	0
				BASE FEE	0	0	0
				FOCOM	0	0	0
				TOTAL	0	0	0

SAMPLE

000195

Deliverable Number: FN09

Title/Description: Commitment System Status Report

Frequency of Submission: 3 times a year **No. of Copies:** 5

First Submission Due: October 25

Subsequent Submissions Due: January 25 and June 25

Government Acceptance Required: Yes

Government Response Due: 30 days after Receipt

Remarks: None

Format/Content Requirements and Instructions:

The Commitment System Report is designed to report on open purchase and subcontract commitments (if subcontractors are utilized) to the USPTO Project Manager and the COTR in order to: (1) Track Costs associated with Contract Line Item Number (CLIN) Purchase Orders, acquired hardware (LTOP, Maintenance, Miscellaneous, and Purchase Payments, if appropriate), and acquired software (Software Licenses, if appropriate). (2) Show the estimated budget required for completion on open commitments, and (3) Show the overall approved Budgeted amount compared to Actual commitments for those CLINs applicable to acquired hardware and acquired software.

Application/Interrelationship:

Data reported in the Commitment System Status Report will consist of all open commitments and subsequent direct costs incurred (closed commitments) for each contract Task Order (including labor, acquired hardware, and all acquired software) on a fiscal year basis. When used in conjunction with the approved budget the commitment data will help explain actual budget variances and will provide input for estimate at completion.

Payment data shown on the Commitment System Status Report (specifically the month in which previously (unpaid) commitments were closed (paid)) will indicate to USPTO that actual costs were incurred by the contractor.

Preparation Instruction:

The Commitment System Status Report will be submitted in accordance with formats provided in the Attachments and the following requirements:

For this report, open commitments are legal purchase obligations assumed, but not paid.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: FN09 p. 2

Labor

Enter Purchase Order (P.O.) information on a single line under the individual task order by task in which the costs have been applied. The line will consist of a brief description, P.O. Number, P.O. Value, Invoice Amount, Paid Amount, and Open Amount.

Acquired Hardware (if appropriate)

Enter the baseline budget for (LTOP, Maintenance, Miscellaneous and Purchase) approved by USPTO for each subcontract (if subcontractors are utilized) as an open commitment on a monthly basis. Payment amounts will be entered into the closed line on each individual item to correspond with the budgeted amount. If the payment amount is less than the budgeted amount the outstanding balance will represent the open commitment.

Provide a total for open and closed commitments on a monthly basis.

Provide a cumulative total for open and closed commitments.

Provide an End of Year Carryover projection.

Acquired Software (if appropriate)

This report will be in the same format as CLIN 0002. Subcontractor budget (if a subcontractor is utilized) will present the open amount and payments will be entered according to the month budgeted.

Provide a total for open and closed commitments on a monthly basis.

Provide a cumulative total for open and closed commitments.

Provide an End of Year Carryover projection.

Narrative Remarks:

A separate section will be used to submit any additional information of remarks which support or explain data submitted in this report. This section will be organized by subcontract vendor (if a subcontractor is utilized) and will address each of the four (4) categories of cost: lease, maintenance, miscellaneous, and purchase.

000197

SAMPLE

FN09 - COMMITMENT SYSTEM STATUS REPORT
PTO CLIN 0001 OPEN COMMITMENTS FOR GFY94 BY TASK ORDER
PERIOD ENDING: JUNE 30, 1994

DESCRIPTION	P.O. NO.	P.O. VALUE	INVOICE AMOUNT	PAID AMOUNT	OPEN AMOUNT	STAT	NOTES
PAGER SERVICES		0.00	0.00	0.00	0.00	O	
IPA: DOCUMENTATION		0.00	0.00	0.00	0.00	O	
IPA: SLSS DOCUMENTS		0.00	0.00	0.00	0.00	P	
IPA: DOCUMENTATION		0.00	0.00	0.00	0.00	P	
SERV: ADMIN ASSIST		0.00	0.00	0.00	0.00	O	
TASK SUM OF PURCHASE ORDERS: 94-3.2					10.00		

SUBCONTRACT BUDGET MAY 94	0.00	0.00	0.00	0.00	0.00	O	
SUBCONTRACT BUDGET JUN 94	0.00	0.00	0.00	0.00	0.00	O	
SERV: ADMIN ASST	0.00	0.00	0.00	0.00	0.00	P	

TASK SUM OF PURCHASE ORDERS: 94-3.3 10.00

TASK ORDER SUM OF PURCHASE ORDERS: 94-3 10.00

000198

SAMPLE

PERIOD OF PERFORMANCE 1 OCT 84 30 JUNE 1985

W-12 SYSTEM STATUS REPORT (SYSTEM) (P100)

0000000

ITEM	PERIOD OF PERFORMANCE 1 OCT 84 30 JUNE 1985												CARRY OVER PROJECTING		
	REMAINING			TOTAL			CARRY OVER			PROJECTING					
	INTE	COMMITMENTS	CUMULATIVE	8-Sep-85	Aug-85	Jul-85	Jun-85	May-85	Apr-85	Mar-85	Feb-85	Jan-85	Dec-84	Nov-84	Oct-84
W-12															
ACT A															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT B															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT C															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT D															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT E															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT F															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT G															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT H															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT I															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT J															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT K															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT L															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT M															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT N															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT O															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT P															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT Q															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT R															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT S															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT T															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT U															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT V															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT W															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT X															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT Y															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACT Z															
N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

000200

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: GD13

Title/Description: Special Study and Analysis Report (White Paper)

Frequency of Submission: One for each formal Study/Analysis performed **No. Of Copies:** 10

First Submission Due: As specified in each Task

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, including engineering analysis, trade studies, system engineering approaches and system architecture. Generally, such tasks are to be performed on a one-time, situation-specific basis.

Format/Content Requirements and Instructions:

Content and Formal 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.

Y Title -- Special (Study, Analysis, or White Paper of 3-5 word abbreviated study/analysis descriptive title.

Y 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

Y 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.

Y Section 3 - Study/Analysis Criteria -- This section should state the specific study and analysis criteria and assumptions used to conduct the effort. It should discuss the following major areas of study criteria and preparations:

000201

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: GD13 pg. 2

- 3.1 General study criteria and assumptions to bound and scope the study or analysis
- 3.2 Range of data and parameter values
- 3.3 Accuracy requirements as required
- 3.4 Module/submodule requirements
- 3.5 Data rates (Minimum to maximum) as required
- 3.6 Version, Release or specific equipment involved
- 3.7 Definition of Error and failure criteria
- 3.8 Special Study or Analysis preparations

Y Section 4 - Study/Analysis Results -- This section shall list the results of the study/analysis based on the data 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.

Y Section 5 - Evaluation Criteria -- This section shall state the criteria for evaluation of the study or analyses conducted. It shall describe the range of data and parameter values studied and identify any functional deficiencies, limitations, or constraints detected during the study or analysis process.

Y 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 studied. A general statement shall be made on the results of the study/analysis as to capability of the module, submodule, or element studied to meet approved 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.

Y 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.

Y Appendix A - Glossary -- This glossary should be provided to list all of the study or analysis terms, abbreviations, and definitions used in the report.

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: TM02

Title/Description: Task Management Plan (TMP)

Frequency of Submission: See Remarks **No. of Copies:** 10 + Magnetic Media

First Submission Due: See Remarks

Subsequent Submissions Due: As required following approval of a Resource Estimate (CDRL FN07)

Government Acceptance Required: Yes

Government Response Due: 10 Working Days After Receipt

Remarks: For LOE Task Orders, a Task Management Plan shall be prepared by the contractor within 30 days after Government approval of a Task Description. For Discrete Task Orders, a Task Management Plan shall be prepared within 10 days of the Government providing an Activity Description download.

Format/Content Requirements and Instructions:

A Task Management Plan (TMP) shall be prepared by the contractor to describe the work scope, schedule, technical requirements, and resources required for the performance of each Task Order proposed by either the Government or the contractor.

The TMP shall fully describe the technical scope, schedule, resources, and costs associated with executing a Task Order.

Preparation Instructions:

The TMP shall, as a minimum, consist of the following data elements:

Section 1. Introduction

The Introduction shall consist of the following:

- A brief description of the Scope of the Task Order and the Period of Performance
- Identification of the applicable Statement of Work reference from Section C of the Contract that applies to the effort described in the TMP

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: TM02 pg. 2

- Responsibility Assignment Matrix for the Task Order, at the task level
- Task Management Plan organization.

Section 2. Task Description

The Task Description section shall consist of the following:

- A brief introduction to the technical effort
- Assumptions that may be appropriate to the effort. Every attempt will be made to include assumptions and constraints in the task descriptions
- Work Breakdown Structure (WBS)
- Task-by-Task Description and Schedule
 - For Level of Effort Task Orders, descriptions will be provided that include an Objective, Task-level Assumptions/Constraints, descriptions of the Activities identified in the WBS, Deliverables, Schedule, Task Manager, USPTO Dependencies, and Other Task Dependencies. The Task Order schedule will normally be the period of performance for the Task Order.
 - For Discrete Task Orders, the descriptions will consist of the Network Activity Descriptions provided by USPTO in a download of activity network and narrative description data. Schedule information will be included with the individual Activity Descriptions and baselined activity network.

The Task Order schedule will serve as the baseline against which Task Order schedule performance will be reported in contract deliverable FNO1 (Monthly Status Report).

Section 3. Cost Proposal

An estimate of contractor and subcontractor (if a subcontractor is utilized) labor hours and costs shall be provided with each TMP. Resource estimates shall be provided at the task level for each month of the task period of performance. Contractor labor requirements shall be expressed in staffhours required by labor category. If a subcontractor is used, subcontractor requirements shall be expressed in total staffhours required per task.

The Cost Proposal Section shall consist of the following:

- Pricing Assumptions, including direct and indirect rate references (note the specific rates will not be included in the TMP), accounting calendar
- Facilities Capital Cost of Money (FCCOM) calculation at the total Task Order level
- Task Order Level
 - Task Order costs by cost element by month

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)**DELIVERABLE NUMBER:** TM02 pg. 3

- Task Order labor hours by month (roll-up labor categories)
- Task Order labor hours by month (detailed labor categories)
- Supporting Schedules for Documentation, Other Direct Costs, Local Travel, Distant Travel, and Bill of Materials
- Task Level
 - Task costs by cost element by month
 - Task labor hours by month (roll-up labor categories)
 - Task labor hours by month (detailed labor categories)

The Task Order cost estimate will serve as the baseline against which Task Order actual costs will be reported in deliverable FNO1, Monthly Status Report.

Mechanized Data Submissions

The contractor shall submit cost proposal information in accordance with the data format attached.

Section 4. Contract Deliverables

The contractor shall, in the TMP, reference the appropriate contract deliverable number and title from the contract Statement of Work for all deliverables to be provided during the course of Task Order execution. Deliverables may be tailored, subject to USPTO approval, by the contractor to meet any unique Task Order requirements. In the event that a description of the proposed data deliverable is not contained in from the contract Statement of Work, the contractor shall provide a recommended description to be approved by USPTO and incorporated in the contract Statement of Work through a modification to the contract.

The Contract Deliverables section shall consist of the following:

- CDRL Number
- Deliverable Title
- Task/Activity Number
- Network Activity Code
- Program Code, as applicable
- Delivery Date

Mechanized Data Submissions

The contractor shall submit contract deliverables information in accordance with the attached format.

Task Order Budget Download Requirements September 1995

This document explains the requirements for submitting task order budget data electronically. An example of the format is provided.

A budget download is submitted with each approved Task Management Plan. A hard copy of the TMP must accompany the download for data verification. The download must be submitted as a flat ASCII data file, i.e., must contain no special word processing or other characters. No double or single quotes ("", ') are to be present in the file.

Budget data is provided using comma separated values (CSV) format, i.e., each value in the line is separated from the others by a comma. Each line in the file represents one fiscal year's worth of dollars or hours for a given task, year, contractor, group, and cost element combination. The file must contain the entire budget for the task order.

Each file must be named using the following convention:

d<task order code>.<month><day>

The 'd' prefix identifies the file as a download.

The <task order code> is a four digit code and does not contain a dash. For example, use "9513" for task order 95-13. Use "9501" for task order 95-1.

The <month> must be a single character, numeric for the first nine months of the calendar year, alphabetic for the last three months. For example:

January	1
February	2
March	3
April	4
May	5
June	6
July	7
August	8
September	9
October	O (the letter O, not the number 0)
November	N
December	D

The <day> is a 2 digit number identifying the day of the month.

The month and day combination identify the effective date of the Task Management Plan.

Examples:	d9501.311	Budget for 95-1, effective March 11th
	d9519.d01	Budget for 95-19, effective December 1st

The first line of the file must be a comment indicating the effective date of the Task Management Plan. Use the pound sign (#) to provide a comment line, e.g.,

Effective 8/12/95

000206

Task Order Budget Download Requirements (continued)

Each budget record is a single line containing 12 monthly dollar or hour values; each line consists of a total of 18 fields as follows:

1. Data Type Flag Either C (Cost values) or H (Hours values)
2. Task Number e.g., 95-1.1
3. Fiscal Year format YYYY, e.g., 1995
4. Contractor One of the following: Contractor Subcontractor
5. Group One of the following: FACA FACO
(Group can also be null - see Category below)
6. Category One of the following cost element categories:

Group must be FACA or FACO for these categories

- | | |
|----|----------------------------|
| 01 | Labor Category A |
| 02 | Labor Category B |
| 03 | Labor Category C |
| 04 | Labor Category D |
| 06 | Labor Category E |
| 17 | Labor Overhead |
| 20 | Lump-Sum Budget Adjustment |
| 25 | Non-Exempt |

Group can be null for these categories

- | | |
|----|-----------------------------------|
| 00 | Subcontractor |
| 10 | ODC's |
| 11 | Materials |
| 12 | Services |
| 14 | G&A and ODMS (Non-Labor Overhead) |

- 7-18. Budget values for each month of the fiscal year, starting with the October value. Do not use commas, dollars signs, or spaces in the values. Negative numbers are not allowed.
An example of a series of budget values follows:

0.00,9064.88,12000.22,15000.65,0.00,etc...

A Sample Data File is shown below. Lines are shown wrapped as they exceed 80 characters.

```
C,95-15.1,1995,PRC,FACA,01,0.00,0.00,263.59,3183.84,0.00,1382.30,1202.00,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,FACA,03,0.00,0.00,0.00,0.00,0.00,863.42,750.80,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,,10,0.00,0.00,39.50,39.50,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,,11,0.00,0.00,0.00,0.00,0.00,15590.00,0.00,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,CAS,,12,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,,14,0.00,0.00,120.15,1287.42,0.00,1444.62,820.13,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,FACA,17,0.00,0.00,271.77,5246.13,0.00,2289.65,2168.47,0.00,0.00,0.00,0.00,0.00
```

CDRL Download Requirements

June 14, 1995

A CDRL Download is provided when the Task Management Plan (TM02) is accepted for a new Task Order. The download must be provided before any deliverables, other than the Task Management Plan itself, are submitted. This document explains how to prepare a CDRL Download file.

A. The file format is as follows:

- ASCII data with Comma Separated Values
- Quotation Marks surrounding the values are optional
- No spaces are permitted within the values, except within the title
- No commas are allowed within any value, including the title
- Each line represents ONE record and must contain values or place holders for all 14 of the data elements identified in section C.

B. The file naming convention is as follows:

- format: cdrl<task order code>.<first 3 chars of contractor code>
- Omit any dashes from the task order code. Ex: cdrl9520.xxx
- Standard Contractor Codes are 4-character codes that are defined by USPTO

C. The following values are provided in the flat file:

1. New Record Flag - must equal "NEW". This is provided to support a planned capability to submit updated deliverable information. Not case sensitive.
2. Deliverable ID - unique identifier number from the contractor's database. This identifies which deliverables were provided via CDRL download; it also supports the planned capability to submit updated deliverables.
3. Activity Code - The TASK Activity Code (as opposed to the network activity code) with which the deliverable is associated. This code also identifies the Task Order and Task Code.
Ex: 95-13.1.1.
4. PE Code - the NETWORK activity code (as opposed to the task activity code) with which the deliverable is associated.
Ex: "GLOPAT-100-022"
5. Duration - the duration of the associated network activity.

000208

CDRL Download Requirements (continued)

6. Negotiated Labor - the negotiated staff months associated with the network activity. A staff month is 21.5 days. Used for earned value calculations.
7. CDRL Code - The deliverable category, e.g., "TM02". A complete list of codes is available from the COTR.
8. Title - The title of the deliverable.
9. Draft/Final Flag - identifies the deliverable as "d" (Draft) or "f" (Final). Not case sensitive.
10. Government Acceptance Required - provide "y" (yes), "n" (no), or "" (not applicable). Not case sensitive.
11. Frequency - Provide one of the following alphabetic codes:

A - Annual	Q - Quarterly	M - Monthly
SM - Semi-Monthly	W - Weekly	BW - Bi-weekly
D - Daily	OT - Onetime	
12. Number of Copies - the number of copies of the deliverable required.
13. Due Date - the deliverable due date, in the format DD-MMM-YY or MM/DD/YY.
14. Primary Deliverable Flag - Provide "y" if the deliverable represents completion of a network activity. Provide a null value ("") if the deliverable is not a primary deliverable.

D. Following is an example of a CDRL Download File:

"NEW","1232","95-14.3.1","PTCSOM-OEM-130","20","1.7","GD16","Letter of Completion for Setup and Establish Configuration Management Control for OEMS","F","","AR","2","02/01/1995","y"
"NEW","1233","95-14.1.3","PTCSOM-OEM-135","1",".3","GD17","Meeting Minutes for Briefing of the OEMS Assessment Findings/Recommendations Report","F","","AR","7","02/09/1995","y"
"NEW","1234","95-14.1.1","PTCSOM-OEM-105","15","2.5","GD18","OEMS Hardware and Software Technical Memorandum","F","N","AR","1","01/03/1995","y"
"NEW","1237","95-14.2.1","PTCSOM-OEM-150","20",".5","PTO-CM-01","OEM Requirements Traceability Document","F","Y","AR","AR","03/24/1995","y"
"NEW","1238","95-14.1.2","PTCSOM-OEM-110","25","3.8","PTO-RP-01","Draft OEMS Assessment Findings/Recommendations Report","D","Y","OT","10","02/08/1995","y"
"NEW","1239","95-14.1.4","PTCSOM-OEM-145","10",".3","PTO-RP-01","Final OEMS Assessment Findings/Recommendations Report","F","Y","OT","10","03/10/1995","y"
"NEW","1240","95-14.2.1","PTCSOM-OEM-150","20",".5","PTO-SP-03","Updated PTCS Requirements Specifications Document","F","Y","AR","10","03/24/1995","y"

000209

06-Jul-95 15:54

SAMPLE
TOTAL COSTS
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER

GFY: 1995

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	GFY
CONTRACTOR LABOR COSTS													
FACILITY A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY F	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL FACILITY A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LABOR COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DOLLAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHANDIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MATERIAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1995 TOTAL DOLLARS

GRAND TOTAL DOLLARS

0000210

SAMPLE

LABOR HOURS
TASK ORDER LEVEL BY GFY
TASK: 99-1 EXAMPLE TASK ORDER

GFY: 1995		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	GFY
CONTRACTOR LABOR HOURS														
FACILITY A														
LABOR CATEGORY A		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY B		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY C		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY D		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY E		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY F		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTOR TOTAL HOURS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1995 TOTAL HOURS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1995 CONTRIBUTION STAFF MONTHS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL HOURS														0.00
GRAND TOTAL STAFF MONTHS														0.00

000211

SAMPLE

**SCHEDULE B.2: DOCUMENTATION
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER**

ACTIVITY	MONTH	CDRL	TYPE	DOCUMENT NAME	PAGES	ART PAGES	FOUO/DJ PAGES	VOLUMES	INTERNAL COPIES	CLIENT COPIES	TOTAL COST
99-1.1.1	JUL 95	N/A	F	SAMPLE	0	0	0	0	0	0	0.00
CITY 1995 TOTAL FOR TASK: 99-1.1											0.00

0.00

TOTAL DOCUMENTATION FOR TASK: 99-1.1

TOTAL DOCUMENTATION FOR TASK ORDER: 99-1

000212

STUDENTS

GFY: 1995

[illegible]

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SAMPLE

**SCHEDULE B.2: DOCUMENTATION
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER**

ACTIVITY	MOIN	CDL	TYPE	DOCUM NAME	PAGES	ART PAGES	REDOIT PAGES	VOLUMES	INTERNAL COPIES	CLIENT COPIES	TOTAL COST
99-1.1.1	AL 95	N/A	F	SAMPLE	0	0	0	0	0	0	0.00
TOTAL DOCUMENTATION FOR TASK: 99-1.1											0.00
TOTAL DOCUMENTATION FOR TASK: 99-1											0.00

TOTAL DOCUMENTATION FOR TASK ORDER: 99-1

000214

SAMPLE
 HOURS BY LABOR CATEGORY
 TASK ORDER LEVEL
 TASK ORDER: 99-1 EXAMPLE TASK ORDER

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	CTY
1995 TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL HOURS:													0.00

000215

SAMPLE

SCHEDULE B.1: OTHER DIRECT COSTS
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER

TASK ORDER: 99-1		EXAMPLE TASK ORDER		COST	
ACTIVITY	MONTH	ITEM NAME	QTY	UNIT	COST PER UNIT
99-1.1.1	JUL 95	ODC EXAMPLE	0	0	0.00
GET 1995 MONTH FOR TASK: 99-1.1					0.00
TOTAL OTHER DIRECT COSTS FOR TASK: 99-1.1					0.00

TOTAL ODCs FOR TASK ORDER: 99-1

06-Jul-95 15:54

SAMPLE

SCHEDULE B.3.1: LOCAL TRAVEL
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER

ACTIVITY	MONTH	TRIPS	R/T MILES	PARKING FEE	TOLL	COST
99-1.1.1	JUL 95	1	0.00	0.00	0.00	0.00
QTY 1995 TOTAL FOR TASK: 99-1.1						0.00
TOTAL LOCAL TRAVEL FOR TASK: 99-1.1						0.00

TOTAL LOCAL TRAVEL FOR TASK ORDER: 99-1

000217

SAMPLE
SCHEDULE B.3.2: DISTANT TRAVEL
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER

TASK ORDER: 99-1

ACTIVITY	MONTH	FROM	TO	TRIPS	PEOPLE	DAYS	NIGHTS	CARS	ACAR DAYS	RENTAL FEE	PER DIEM	HOTEL	AIR FARE	COST
99-1.1.1	JUL 95	MEME	10	0	0	0	0	0	0	0.00	0.00	0	0.00	0.00

QTY 1995 TOTAL FOR TASK: 99-1.1

0.00

TOTAL DISTANT TRAVEL FOR TASK: 99-1.1

TOTAL DISTANT TRAVEL FOR TASK ORDER: 99-1

SAMPLE

06-Jul-95 15:54

SCHEDULE C.1: BILL OF MATERIALS

TASK ORDER LEVEL

TASK ORDER: 99-1 EXAMPLE TASK ORDER

ACTIVITY	MOVIN	ITEM NAME	QTY	UNIT	COST PER UNIT	COST
99-1.1.1	JUL 95	MATERIAL EXAMPLE	0	0	0.00	0.00
QTY 1995 TOTAL FOR TASK: 99-1.1						
TOTAL MATERIAL FOR TASK: 99-1.1						0.00

0.00

TOTAL MATERIAL FOR TASK ORDER: 99-1

000219

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: GD16
Title/Description: Letter of Completion (LOC)
Frequency of Submission: See remarks
First Submission Due: After completion of appropriate activities
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 the completion of tasks or non-CDRL 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, task number, activity 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.

000220

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: GD17

Title/Description: Minutes of Meeting

Frequency of Submission: As required

No. of Copies: 5

First Submission Due: 3 working days after meeting

Subsequent Submissions Due: N/A

Government Acceptance Required: Yes

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
- a synopsis of any discussions
- decisions made
- action items assigned

000221

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: PN01	
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: <ul style="list-style-type: none">• 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	

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2104

Revision No.: 8

Date of Last Revision: 02/07/97

States: Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY,
PRINCE GEORGE'S, ST MARY'S.
VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, FAIRFAX, FALLS CHURCH,
FAUQUET, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01220 Order Filler	\$ 12.76
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87

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000223

01400 Supply Technician	\$ 16.86
01420 Survey Worker(Interviewer)	\$ 13.22
01460 Switchboard Operator- Receptionist	\$ 10.28
01510 Test Examiner	\$ 13.22
01530 Test Proctor	\$ 13.22
01531 Travel Clerk I	\$ 7.98
01532 Travel Clerk II	\$ 8.60
01533 Travel Clerk III	\$ 9.26
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 9.97
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 14.46
03072 Computer Programmer II 1/	\$ 16.97
03073 Computer Programmer III 1/	\$ 19.87
03074 Computer Programmer IV 1/	\$ 23.04
03101 Computer Systems Analyst I 1/	\$ 17.93
03102 Computer Systems Analyst II 1/	\$ 23.32
03103 Computer Systems Analyst III 1/	\$ 27.12
03160 Peripheral Equipment Operator	\$ 9.97

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AUTOMOTIVE SERVICE:

05005 Automobile Body Repairen, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05200 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05260 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39

COPY FOR YOUR
INFORMATION

FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 7.23
07100 Food Service Worker (Cafeteria Worker)	\$ 7.23
07130 Meat Cutter	\$ 11.47
07250 Waiter/Waitress	\$ 7.89

000224

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11160 Laborer	\$ 9.71
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.89

**COPY FOR YOUR
INFORMATION**

HEALTH:

12010 Ambulance Driver	\$ 10.42
12040 Emergency Medical Technician	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.23
12073 Licensed Practical Nurse III	\$ 15.93
12100 Medical Assistant	\$ 8.69
12130 Medical Laboratory Technician	\$ 8.69
12160 Medical Record Clerk	\$ 8.69
12190 Medical Record Technician	\$ 12.05
12221 Nursing Assistant I	\$ 7.26
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 10.84
12290 Phlebotomist	\$ 8.69
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.63
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83

**COPY FOR YOUR
INFORMATION**

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96

000225

13050	Library Technician	\$ 13.22
13071	Photographer I	\$ 13.46
13072	Photographer II	\$ 15.11
13073	Photographer III	\$ 18.90
13074	Photographer IV	\$ 23.27
13075	Photographer V	\$ 25.60

LAUNDRY, DRY CLEANING, PRESSING:

15010	Assembler	\$ 6.01
15030	Counter Attendant	\$ 6.01
15040	Dry Cleaner	\$ 7.77
15070	Finisher, Flatwork, Machine	\$ 6.01
15090	Presser, Hand	\$ 6.01
15100	Presser, Machine, Dry Cleaning	\$ 6.01
15130	Presser, Machine, Shirts	\$ 6.01
15160	Presser, Machine, Wearing Apparel, Laundry	\$ 6.01
15190	Sewing Machine Operator	\$ 8.39
15220	Tailor	\$ 8.99
15250	Washer, Machine	\$ 6.60

**COPY FOR YOUR
INFORMATION**

MACHINE TOOL OPERATION AND REPAIR:

19010	Machine-tool Operator (Toolroom)	\$ 17.44
19040	Tool and Die Maker	\$ 21.24

MATERIALS HANDLING AND PACKING:

21010	Fuel Distribution System Operator	\$ 14.80
21020	Material Coordinator	\$ 14.64
21030	Material Expediter	\$ 14.64
21040	Material Handling Laborer	\$ 10.01
21071	Forklift Operator	\$ 10.93
21080	Production Line Worker (Food Processing)	\$ 11.25
21100	Shipping/Receiving Clerk	\$ 11.78
21120	Shipping Packer	\$ 10.99
21140	Store Worker I	\$ 8.61
21150	Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.50
21210	Tools and Parts Attendant	\$ 12.73
21410	Warehouse Specialist	\$ 11.25

**COPY FOR YOUR
INFORMATION**

MECHANICS AND MAINTENANCE AND REPAIR:

23010	Aircraft Mechanic	\$ 18.39
23040	Aircraft Mechanic Helper	\$ 13.38
23060	Aircraft Servicer	\$ 15.47
23070	Aircraft Worker	\$ 16.45
23100	Appliance Mechanic	\$ 17.44
23120	Bicycle Repairer	\$ 14.43
23125	Cable Splicer	\$ 18.39
23130	Carpenter, Maintenance	\$ 17.44
23140	Carpet Layer	\$ 16.85
23160	Electrician, Maintenance	\$ 17.93
23181	Electronics Technician, Maintenance I	\$ 15.51
23182	Electronics Technician, Maintenance II	\$ 19.80

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23183	Electronics Technician, Maintenance III	\$ 21.56
23260	Fabric Worker	\$ 15.23
23290	Fire Alarm System Mechanic	\$ 18.39
23310	Fire Extinguisher Repairer	\$ 14.43
23340	Fuel Distribution System Mechanic	\$ 18.39
23370	General Maintenance Worker	\$ 15.90
23400	Heating, Refrigeration and Air Conditioning Mechanic	\$ 18.39
23430	Heavy Equipment Mechanic	\$ 18.39
23460	Instrument Mechanic	\$ 18.39
23500	Locksmith	\$ 17.44
23530	Machinery Maintenance Mechanic	\$ 19.82
23550	Machinist, Maintenance	\$ 20.79
23580	Maintenance Trades Helper	\$ 13.38
23640	Millwright	\$ 18.39
23700	Office Appliance Repairer	\$ 17.44
23740	Painter, Aircraft	\$ 17.44
23760	Painter, Maintenance	\$ 17.44
23790	Pipefitter, Maintenance	\$ 17.77
23800	Plumber, Maintenance	\$ 17.44
23820	Pneudraulic Systems Mechanic	\$ 18.39
23850	Rigger	\$ 18.39
23870	Scale Mechanic	\$ 16.45
23890	Sheet-metal Worker, Maintenance	\$ 18.39
23910	Small Engine Mechanic	\$ 19.37
23930	Telecommunications Mechanic I	\$ 18.39
23940	Telecommunications Mechanic II	\$ 19.37
23950	Telephone Lineman	\$ 18.39
23960	Welder, Combination, Maintenance	\$ 18.39
23965	Well Driller	\$ 18.39
23970	Woodcraft Worker	\$ 18.39
23980	Woodworker	\$ 14.80

COPY FOR YOUR
INFORMATIONCOPY FOR YOUR
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PERSONAL NEEDS:

24570	Child Care Attendant	\$ 8.69
24600	Chore Aide	\$ 6.39
24630	Homemaker	\$ 12.05

PLANT AND SYSTEM OPERATION:

25010	Boiler Tender	\$ 18.39
25040	Sewage Plant Operator	\$ 17.44
25070	Stationary Engineer	\$ 18.39
25190	Ventilation Equipment Tender	\$ 13.38
25210	Water Treatment Plant Operator	\$ 17.44

PROTECTIVE SERVICE:

27004	Alarm Monitor	\$ 11.20
27010	Court Security Officer	\$ 15.76
27040	Detention Officer	\$ 15.76
27070	Firefighter	\$ 14.65
27101	Guard I	\$ 8.50
27102	Guard II	\$ 11.20
27130	Police Officer	\$ 17.54

000227

TECHNICAL:

29020 Archeological Technician	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	
29061 Drafter I	\$ 18.90
29062 Drafter II	\$ 20.75
29063 Drafter III	\$ 13.46
29064 Drafter IV	\$ 15.11
29070 Embalmer	\$ 18.90
29081 Engineering Technician I	\$ 18.40
29082 Engineering Technician II	\$ 11.55
29083 Engineering Technician III	\$ 13.40
29084 Engineering Technician IV	\$ 16.10
29085 Engineering Technician V	\$ 18.48
29086 Engineering Technician VI	\$ 22.60
29090 Environmental Technician	\$ 27.35
29100 Flight Simulator/Instructor (Pilot)	\$ 18.27
29150 Graphic Artist	\$ 23.32
29210 Laboratory Technician	\$ 10.62
29240 Mathematical Technician	\$ 18.48
29330 Mortician	\$ 18.40
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29620 Weather Observer, Senior 2/	\$ 17.02
29621 Weather Observer, Combined 2/	\$ 14.62
Upper Air and Surface Programs	
29622 Weather Observer, Upper Air 2/	\$ 14.62

COPY FOR YOUR
INFORMATION**TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:**

31030 Bus Driver	\$ 13.24
31100 Driver Messenger	\$ 9.67
31200 Heavy Equipment Operator	\$ 18.66
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36364 Truckdriver, Tractor-Trailer	\$ 16.93

COPY FOR YOUR
INFORMATION**MISCELLANEOUS:**

99005 Aircraft Quality Control Inspector	\$ 19.37
99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99040 Child Care Center Clerk	\$ 10.54
99050 Desk Clerk	\$ 9.45
99260 Instructor	\$ 18.40
99300 Lifeguard	\$ 6.89
99350 Park Attendant (Aide)	\$ 8.48

000228

99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75
99630 Sports Official	\$ 6.75
99658 Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per month or \$156.00 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved. 29 CFR 4.174)

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by

the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION**

**COPY FOR YOUR
INFORMATION**

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
(Standard Form 1444 (SF 1444))**

**COPY FOR YOUR
INFORMATION**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the

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commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request. **COPY FOR WHD INFORMATION**
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Subcontracting Plan
w/ held in its entirety

E-4

10 pages

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 1 of 3 Pages

OMB No. 0605-0010

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE See Block 16C.
4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Patent and Trademark Office Information Technology Contracts 2011 Crystal Drive, Suite 804 Arlington, VA 22202	7. ADMINISTERED BY Code (If other than Item 6)
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Lockheed Martin Services Group 3102 Timanus Lane Baltimore, MD 21244 Code: FACILITY CODE:	[] 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See Item 11) [X] 10A. MOD. OF CONTRACT/ORDER NO. 50-PBPT-7-00003 10B. DATED (See Item 13) 02/12/97
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 2 of 3 Pages

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

[X] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: 52.243-2. THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

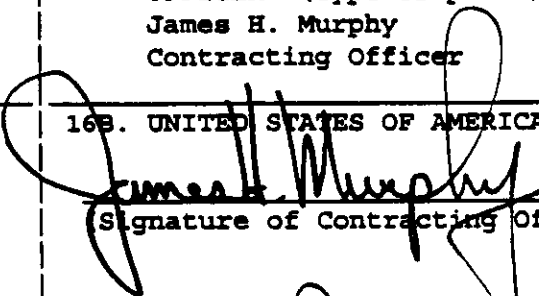
[] D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

See Continuation Page

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

15A. NAME AND TITLE OF SIGNER (Type or print) Patricia Roche Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James H. Murphy Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 26 Mar 97

Clause H.4 Key Personnel, paragraph (a), the following sentence is deleted:

"Key personnel shall be full time on this contract."

Clause H.4 Key Personnel, paragraph (a), the following key personnel are deleted:

Two (2) Project Managers qualified to oversee multiple project/tasks
Principal Systems Engineer
Principal Business Process Engineer
Principal Systems Analyst/Programmer

These changes do not mean that the USPTO will not provide any tasking for these personnel, but tasking may not be at the level originally specified in the RFP.

2. Clause H.5 Personnel/Replacement, the following paragraphs are modified as follows:

(a) Placement: The Contractor shall place qualified personnel, in accordance with Section C.4 under the contract within a reasonable time of task order execution in order to meet the requirements of the task order.

(b) Replacement: The Contractor shall replace qualified personnel under this contract as soon as they are aware that personnel is departing the contract in order to maintain performance on the task order.

(c) The Government reserves the right to request resumes of Contractor personnel. The resume(s) shall be provided to the COTR no later than five (5) working days after the Government's request.

End of Modification

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 1 of 4 Pages

OMB No. 0605-0010

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE See Block 16C.
4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Patent and Trademark Office Information Technology Contracts 2011 Crystal Drive, Suite 804 Arlington, VA 22202	7. ADMINISTERED BY Code (If other than Item 6)
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Lockheed Martin Services Group 3102 Timanus Lane Baltimore, MD 21244 Code: FACILITY CODE:	[] 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See Item 11) [X] 10A. MOD. OF CONTRACT/ORDER NO. 50-PBPT-7-00003 10B. DATED (See Item 13) 02/12/97
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 2 of 4 Pages

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

[] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: _____ THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement of the Parties

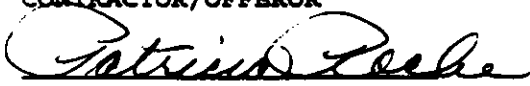
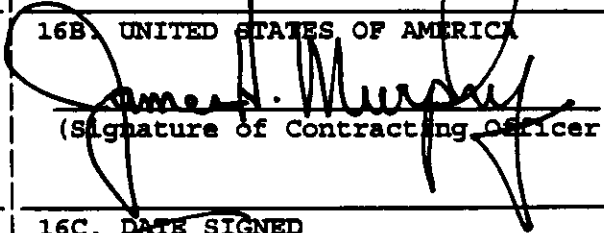
[] D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

See Continuation Page

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

<p>15A. NAME AND TITLE OF SIGNER (Type or print) Patricia Rocha Contracts Manager</p>	<p>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James H. Murphy Contracting Officer</p>
<p>15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)</p>	<p>16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)</p>
<p>15C. DATE SIGNED 5-8-97</p>	<p>16C. DATE SIGNED 3 June 97</p>

OPTION TO STANDARD FORM 30
ADOPTED BY GSA/IRMS 9-87

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Clause H.11 PERSONNEL SECURITY REQUIREMENTS, the following paragraphs are modified as follows:

H.11.1

Contractor personnel working on this contract will be designated as "Low Risk" positions. However, the Government reserves the right to designate certain positions as "Moderate Risk" "Moderate Risk" positions will be determined based on the nature of the work being performed access to proprietary, Government-privileged, or business-sensitive data; or where mistakes in judgment or intentional acts of misconduct could cause harm to agency mission. In accordance with security procedures, contractors working in positions designated "Low Risk" must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on this contract. This will require the contractor to submit an investigative request package consisting of the following:

- (a) SF-85 (original plus 1 copy of Page 1 only)
- (b) OF-306 (limited to question number 1,7,8,9,10,11,12,15, and 16a)
- (c) FD-258 Fingerprint Card

H.11.2

Any positions designated as "Moderate Risk" must have a Minimum Background Investigation (MBI) initiated within 14 days of performance on this contract. This will require the contractor to submit an investigate request package for each person consisting of the following:

- (a) SF-85P (original plus 1 copy of Page 1 only)
- (b) OF-306 (limited to question number 1,7,8,9,10,11,12,15, and 16a)
- (c) FD-258 Fingerprint Card

H.11.3

Samples of the SF-85, SF-85P, OF-306, and FD-258 are available from the PTO Security Officer. The PTO Security Officer is available for consultation regarding the forms, information to be provided, and the acceptability to prior security investigations. The PTO Security Officer will notify the Contracting Officer and the COTR in the event that a security investigation yields information that would prohibit contractor-designated personnel from working on the contract.

H.11.4

With the submission of the Task Order Authorization Form and Resource Estimate, the contractor shall submit a listing of employees designated to work on the task order including an indication of the risk level (low or moderate), a notation of whether a prior security check has been performed, and, for any employees that do not have a prior security check, an investigate request package. This applies to all contractor employees, subcontractor employees, consultants, or any other contractor-designated personnel that will be working on the task order. In the event that during the performance of a task order contractor personnel assignments change, it is the responsibility of the contractor to notify the COTR provide an investigate request package if necessary.

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It is the responsibility of the contractor to ensure that all employees working on the contract follow the rules and regulations regarding procurement integrity, conflict of interest, and secrecy and use of patent information. Additionally, it is the responsibility of the contractor to take whatever steps are necessary to ensure that data and information are not inappropriately disclosed, modified, destroyed, created, and/or otherwise made unavailable for use. In the event that the contractor determines a security risk exists or potentially exists, it is the responsibility of the contractor to notify the Contracting Officer and COTR immediately both verbally and in writing.

H.11.6

All contractor personnel requiring access to PTO office space will be required to have an access badge. The contractor shall request access badges in writing to the COTR. It is the responsibility of the contractor to ensure that only those employees requiring access to PTO office space are issued access badges and that contractor employees with access badges utilize badges for official contract business only.

2. The start of the contract is hereby modified to be May 15, 1997.
3. The award fee period for the first period will be from May 15, 1997 through September 30, 1997. The Contracting Officer and the Contracting Officer's Technical Representative will determine the award fee for this period.

End of Modification

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 1 of 3 Pages

OMB No. 0605-0010

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. M003	3. EFFECTIVE DATE See Block 16C.
4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Patent and Trademark Office Information Technology Contracts 2011 Crystal Drive, Suite 804 Arlington, VA 22202	7. ADMINISTERED BY Code (If other than Item 6)
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Lockheed Martin Services Group 3102 Timanus Lane Baltimore, MD 21244 ode: FACILITY CODE:	[] 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See Item 11) [X] 10A. MOD. OF CONTRACT/ORDER NO. 50-PBPT-7-00003 10B. DATED (See Item 13) 02/12/97
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. ACCOUNTING AND APPROPRIATION DATA (If required)	

000240

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 2 of 3 Pages

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

[] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: _____ THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

[X] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties

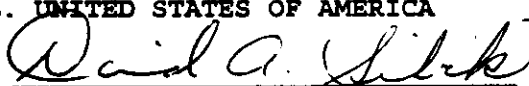

[] D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

See Continuation Page

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

<p>15A. NAME AND TITLE OF SIGNER (Type or print) Patricia Roche Contracts Manager</p>	<p>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Sibik Contracting Officer</p>
<p>15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)</p>	<p>16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)</p>
<p>15C. DATE SIGNED</p>	<p>16C. DATE SIGNED  11 June 1997</p>

REPTION TO STANDARD FORM 30
ROVED BY GSA/IRMS 9-87

000241

Pursuant to Section I 52.244-2 SUBCONTRACTS, paragraph (e), the following procedures are hereby established for placement of subcontracts and purchase orders under this contract:

- (a) Placement of all subcontracts or purchase orders with a dollars amount of \$25,000 to \$75,000 may be affected by the Contractor without prior consent of the Contracting Officer, but only with reasonable advance written notification. Amounts under \$25,000 shall be handled in accordance with the Contractor's approved purchasing system procedures and 52.244-2.
- (b) Placement of subcontracts with dollar amounts exceeding \$75,000 shall be subject to prior consent of the PTO's Contracting Officer. The Contractor shall submit to the Contracting Officer a fully documented consent package which includes as a minimum, all information required in paragraph (b) (2) of 52.244-2 plus any additional backup documentation which the Contracting Officer may require. This consent package shall be submitted in a timely manner to permit adequate analysis and review.

End of Modification

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