

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING

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

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

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

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

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

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

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

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

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

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

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

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

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

H.3 KEY PERSONNEL

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

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

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

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

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

H.4 CONSULTANT SERVICES AND CONSENT

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

Consent is given to use the following consultants:

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

H.5 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Countermand any communication regarded as a change;

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

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

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

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

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

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

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

H.7 DUPLICATION OF EFFORT

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

H.8 GOVERNMENT DATA SUPPLIED TO THE CONTRACTOR

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

These restrictions do not apply to information which:

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

H.9 CONFIDENTIALITY OF INFORMATION

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

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

H.10 SECRECY AND USAGE OF PATENT INFORMATION

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

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

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

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

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

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

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evasion."

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

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

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

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

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

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

H.11 ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

(1) Limitation on Future Contract Awards

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

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

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

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

(2) Access to and Use of Government Furnished Information

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

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

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

(3) Access To and Protection of Proprietary Information

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

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

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

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