

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM01

SOW REFERENCE: C.5

TITLE/DESCRIPTION: MONTHLY STATUS REPORT

NO. OF COPIES: 4

FREQUENCY OF SUBMISSION: Monthly

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

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

GOVERNMENT ACCEPTANCE REQUIRED: Yes

GOVERNMENT RESPONSE DUE: 10 Working Days After Receipt

REMARKS:

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

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

Application/Interrelationship:

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

ATTACHMENT J4

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: PM01

Variance analysis shall include:

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

Preparation Instructions:

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

Section 1 -- Executive Summary

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

Section 2 -- Task Order Status

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

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

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

ATTACHMENT J4

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

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

Section 3 -- Cost Management

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

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

ATTACHMENT J4

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: PM01

Section 4 -- Work Force Management

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

ATTACHMENT J4

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: PM01

EXHIBIT I

TASK ORDER STATUS
NARRATIVE

Task Order XXX

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

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM02

SOW REFERENCE: C.5

TITLE/DESCRIPTION: Letter of Completion (LOC)

NO. OF COPIES: 5

FREQUENCY OF SUBMISSION: See remarks

FIRST SUBMISSION DUE: After completion of appropriate tasks or deliverables

SUBSEQUENT SUBMISSIONS DUE: N/A

GOVERNMENT ACCEPTANCE REQUIRED: N/A

GOVERNMENT RESPONSE DUE: N/A

REMARKS:

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

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

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

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

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

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM03

SOW REFERENCE: C.5

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

NO. OF COPIES: 5

FREQUENCY OF SUBMISSION: See remarks

FIRST SUBMISSION DUE: As Specified In Each Task Order

SUBSEQUENT SUBMISSIONS DUE: As Tasked

GOVERNMENT ACCEPTANCE REQUIRED: Yes

GOVERNMENT RESPONSE DUE: AS Tasked

REMARKS:

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

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

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

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: PM03

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

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM04 SOW REFERENCE: C.5
TITLE/DESCRIPTION: PROBLEM NOTIFICATION LETTER
FREQUENCY OF SUBMISSION: As Required
NO. OF COPIES: 2
FIRST SUBMISSION DUE: 24 hours after problem identification
SUBSEQUENT SUBMISSIONS DUE: N/A
GOVERNMENT ACCEPTANCE REQUIRED: No
GOVERNMENT RESPONSE DUE: No

REMARKS:

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

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

Problem Notification Letter shall include, as a minimum:

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

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM05

SOW REFERENCE: C.5

TITLE/DESCRIPTION: MINUTES OF MONTHLY TASK ORDER STATUS REVIEW

FREQUENCY OF SUBMISSION: As Required

NO. OF COPIES: 2

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

SUBSEQUENT SUBMISSIONS DUE: N/A

GOVERNMENT ACCEPTANCE REQUIRED: No

GOVERNMENT RESPONSE DUE: No

REMARKS:

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

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

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

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

ATTACHMENT J4

CONTRACT DELIVERABLES

DELIVERABLE NUMBER: PM06 SOW REFERENCE: C.5

TITLE/DESCRIPTION: MINUTES OF MEETINGS

FREQUENCY OF SUBMISSION: As Required

NO. OF COPIES: 2

FIRST SUBMISSION DUE: 3 working days after meeting

SUBSEQUENT SUBMISSIONS DUE: N/A

GOVERNMENT ACCEPTANCE REQUIRED: No

GOVERNMENT RESPONSE DUE: No

REMARKS:

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

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS:

The Meeting Minutes shall include, as a minimum:

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

SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

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

1. Suitability or Risk Level

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

2. Contractor Performance Requirements

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

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

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

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

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

3. Government Responsibilities

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

ATTACHMENT

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

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

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

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

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

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

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