

**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.

000092

**- 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.

000094

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.

000096

**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.

000097

- 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.

000098

**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.

000099

**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.

000100

**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.

000101

- (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 (FIRMR); 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)

000102

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.

000103

(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.

000106

- (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.

000109

- (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."

000111

- 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

000112

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.

000114

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

000118

"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.

000119

"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

## Section I

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

000122

- 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.

000125

**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.

000126

**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

000128

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

000129

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 PPM, dated 4/21/94

000130

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

000131

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

000133

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

000134

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

000136

## 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.

000137

Section K

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 [ \* ] 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)

000138

(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

000139

## 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

000140

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.

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

Other corporate entity;

000141

## Section K

- 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.

<sup>x</sup>  
- 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 (<sup>x</sup>) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not (<sup>x</sup>), 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 (<sup>x</sup>) 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 (<sup>x</sup>), 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.

000142

(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.

000144

## Section K

(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

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
---	--

<u>2361 Jefferson Davis Hwy</u>	<u> </u>
<u>Suite 300, 310</u>	<u> </u>
<u>Arlington, VA 22202</u>	<u> </u>

**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

000146

## Section K

(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--

(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;

000147

- (b) It  has,  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  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  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.

000148

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

## Section K

(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.

000149

(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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

000150

## Section K

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

000151

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

000152

## Section K

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

000153

(f) Work Distribution for Last Completed Fiscal Accounting Period.

(1) Sales: CY 1995  
\$million

Government cost-reimbursement type prime contracts and subcontracts:

Government fixed-price prime contracts and subcontracts:

Commercial Sales:

Total Sales:

E-4

(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) \$

E-4

(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>

000154

Section K

(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. How 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 \_\_\_\_\_

000155

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

000156

Section K

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

000157

