AWARD/CONTRACT

OMB Number 0690-0008 Expiration Date: 11/30/98

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

2. CONTRACT NO.	3. EFFECTIVE DATE	4. REQUISITION/PROJECT NO.
50-PBPT-8-00005		CN 19309800003

5. ISSUED BY Code: CODE	6. ADMINISTERED BY Code: (If other than Item 5)
U.S. DEPT. OF COMMERCE, PTO INFORMATION TECHNOLOGY CONTRACTS BOX 14 WASHINGTON, DC 20231	U.S. DEPT. OF COMMERCE, PTO INFORMATION TECHNOLOGY CONTRACTS 2011 Crystal Drive, Suite 804 ARLINGTON, VA 22202
7. NAME AND ADDRESS OF CONTRACTOR PRC, Inc. 1500 Planning Research Drive MS 152 McLean, VA 22102 Code: Facility Code:	8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT n/a

10. SUBMIT INVOICES TO ADDRESS IN Block 5: (4 Copies)

11. SHIP TO/ MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE
	U.S DEPT. OF COMMERCE, PTO OFFICE OF FINANCE BOX 17 WASHINGTON, DC 20231

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
[ ] 10 U.S.C. 2304(c) ( ) [ ] 41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA
98 A 193002 193002 702100 2527 $112,500
98 A 192001 192001 702100 2527 $394,500 Total $507,000

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

15G. TOTAL AMOUNT OF CONTRACT $38,111,977.00

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

AWARD/CONTRACT

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

7. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign his document and return 4 copies to issuing office.) Contractor agrees to sh and deliver all items or perform all the services set forth or wise identified above and on any continuation sheets for the onsideration stated herein. The rights and obligations of the parties to his contract shall be subject to and governed by the following documents: (a) his award/contract, (b) the solicitation, if any, and (c) such provisions, epresentations, certifications, and specifications as are attached or ncorporated by reference herein. (Attachments are listed herein.)

8. [ ] AWARD (Contractor is not required to sign this document.) Your offer n Solicitation Number 52-PBPT-7-00001, including the additions or changes ade by you which additions or changes are set forth in full above, is hereby ccepted as to the items listed above and on any continuation sheets. This ward consummates the contract which consists of the following documents: (a) he Government's solicitation and your offer, and (b) this award/contract. No urther contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) tephen A. White, Director of Contracts EC, Inc.	20A. NAME OF CONTRACTING OFFICER James H. Murphy
19B. NAME OF CONTRACTOR Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA By James H. Murphy (Signature of Contracting Officer)
19C. DATE SIGNED 12/11/97	20C. DATE SIGNED 11 December 97

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

It is estimated that the total cost to the Government for full performance of the contract will be as follows:

BASE PERIOD - Date of Award through November 30, 1998

Item No.	Supplies/Services
01	Systems Engineering and Technical Assistance
Quantity	150,000 hours
Est. Cost	$5,769,352
Fixed Fee	$ 446,619
Total Cost Plus Fixed Fee	$6,215,971

OPTION PERIOD 1 - December 1, 1998 through November 30, 1999

Item No.	Supplies/Services
02	Systems Engineering and Technical Assistance
Quantity	200,000 hours
Est. Cost	$7,694,590
Fixed Fee	$ 595,812
Total Cost Plus Fixed Fee	$8,290,402

OPTION PERIOD II - December 1, 1999 through November 30, 2000

Item No.	Supplies/Services
03	Systems Engineering and Technical Assistance
Quantity	187,500 hours
Est. Cost	$7,416,389
Fixed Fee	$ 574,239
Total Cost Plus Fixed Fee	$7,990,628

OPTION PERIOD III - December 1, 2000 through November 30, 2001

Item No.	Supplies/Services
04	Systems Engineering and Technical Assistance
Quantity	175,000 hours
Est. Cost	$7,152,660
Fixed Fee	$ 553,788
Total Cost Plus Fixed Fee	$7,706,448

OPTION PERIOD IV - December 1, 2001 through November 30, 2002

Item No.	Supplies/Services
05	Systems Engineering and Technical Assistance
Quantity	175,000 hours
Est. Cost	$7,340,217
Fixed Fee	$ 568,311
Total Cost Plus Fixed Fee	$7,908,528

B.1 LEVEL OF EFFORT -- COST-REIMBURSEMENT TERM CONTRACT

A. The contractor shall perform all work and provide all required reports within the level of effort specified below. The Government intends to order up to 150,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

B. For determining level of effort hours, direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers. Support personnel such as company management, typists, and key punch operators will not be considered as part of the level of effort. However, support personnel should be charged directly to the contract if it is the contractor's practice to do so.

C. If the contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee for that period will be made. The Government may require the contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee.

D. If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

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E. These terms and conditions do not supersede the requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds".

B.2 ESTIMATED AND ALLOWABLE COSTS -- INCREMENTALLY FUNDED CONTRACT

A. Estimated Costs

1. It is estimated that the total cost to the Government for full performance of the contract will be $ 38,111,977 of which the sum of $ 35,373,208 represents the estimated reimbursable costs and $ 2,738,769 represents the fixed fee.

2. Total funds currently available for payment and allotted to this contract are listed on the face page of the contract or the most recently executed contract modification. For further provisions, see clause 52.232-22 "Limitation of Funds".

3. It is estimated that the amount currently allotted will cover the performance under the contract through February 1998.

4. The Contracting Officer may allot additional funds to the contract without the concurrence of the contractor.

5. When the contract is fully funded, the provisions of clause 52.232-20 "Limitation of Cost", clause 52.216-7 "Allowable Cost and Payment", and clause 52.216-8 "Fixed Fee" shall apply.

B. Allowable Costs

1. Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

2. Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government Representative in accordance with 42.704, subject to adjustment when the final rates are established.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

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

C.1.1 BACKGROUND

The mission of the Patent and Trademark Office (PTO) is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The PTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public, and by encouraging a domestic and international climate in which intellectual property can flourish.

The PTO is operating under a Congressional mandate to implement state-of-the-art computer data and information retrieval systems in support of virtually all aspects of its operations.

The PTO estimates that by the year 2000 over 250,000 patent applications (up from 192,000 currently) and more than 210,000 trademark applications (up from 173,000 currently) will be submitted annually. To support this significant increase in workload, the PTO is aggressively pursuing the design, development and implementation of new automated systems and the refinement of existing systems that will provide automated support to the application processing and examination functions, and dissemination of patent and trademark information to the public through the year 2000 and beyond. If the PTO is to be ready to meet the challenges brought on by the aforementioned increases in application filings, it must meet tight deadlines for its system design and development activities.

The PTO is supported by an information technology (IT) infrastructure (foundation) of hardware, system software, and network communications that have been deployed in support of the mission of the PTO. The IT infrastructure provides access to application systems and office automation tools used in the performance of the work processes. The PTO's highest level of management has placed an extremely high priority on providing consistent, available, and reliable network and data processing services. Also inherent in this process is providing for the expansion of services and capabilities. During the FY1997 to FY2002 time frame, significant growth is expected to occur. Projects are in development for: expansion of patent and trademark image retrieval to the examiner's desktop, supporting work-at-home initiatives, supporting remote image retrieval by the Patent and Trademark Depository Laboratories (PTDLs), adding data bases for expanded search capability, increased internal and external communication through use of

electronic bulletin boards, access to the Internet, and multiple other application development projects. All of these projects will require expansion and/or alteration of the infrastructure. Further, rapid delivery of automated systems requires upgrading PTO's development infrastructure, software processes, and methodology.

Notable operational enhancement activities include: transitioning PTOnet (file servers and communications links) to a more robust and reliable operational environment; implementing additional capabilities for automated operations; consolidating contracts for mainframe, network and microcomputer support; providing end users with responsive and comprehensive help desk support; upgrading the mainframes and related software, as necessary, to support user requirements; enhancing the performance monitoring and capacity management and planning tools and capabilities to include end-to-end coverage; automate operations to enhance service levels and decrease dependence on FTE; and, disaster recovery and contingency planning efforts to alleviate the impact of disruptive events.

The automated systems under development are complex in scope and far-reaching in application, both within and outside the PTO. Successful implementation is largely dependent upon the collective efforts of a staff of diverse technical specialists able to quickly respond to the many variables and conditions which accompany a design and deployment effort of this proportion. It is not practical nor cost-effective, however, to fully staff all of these specialties in-house on a permanent, long-term basis because the need is intermittent and short-term.

C.1.2 PURPOSE

The role of the SETA contractor will be to serve in the capacity of an independent and objective source for expert advice and assistance on systems architecture, systems engineering, software processes and support tools, methodology, and technical support issues. The SETA contractor will be responsible for the design and implementation of infrastructure system components. The SETA contractor will also provide support in evaluating current and future technology, and may also serve as an unbiased third party in the review of other Government contractors' plans, performance and products.

C.2 SCOPE OF CONTRACT

The contractor will perform high-level system architecture and engineering activities in support of the design, development, and implementation of new automated systems, enhancement of existing systems, and designing and implementing changes to the infrastructure that will provide support to the patent and trademark application processing and examination functions, PTO management and administrative systems, and dissemination of patent and trademark information to the public through the year 2000 and beyond.

Technical efforts will include, but are not limited to, high-level research, technical, and systems engineering support and assistance in the design and development of the system-wide high level architecture and infrastructure which will support: the design, development and implementation of central computer systems; office automation capabilities linked together through a PTO-wide communications network; capabilities for full deployment of the automated patent text and image search, storage and retrieval systems; capabilities providing automated support of administrative and management functions; automation of patent application receipt, assignment, and tracking functions, including the electronic receipt of biotechnology patent applications; development of optical character recognition capabilities; and enhancements which allow terminal access to all resources needed for trademark application receipt and processing. The contractor will provide design and implementation of changes to the infrastructure and will provide research, technical, and systems engineering advice and support in the development of advanced capabilities for information dissemination and exchange and in support of information technology security. The contractor will support software process and tools improvement, and methodology improvement.

Support shall be supplied in conformance with the terms and conditions of this contract.

C.2.1 ORDERING

The support services furnished under this contract may be ordered only by the PTO's Contracting Officer by the issuance of a written task order for each task to be performed in accordance with the ordering procedures detailed in Section B herein, and all other terms and conditions of the contract.

C.3 SCOPE OF WORK

Major areas where the contractor will provide expert technical support and assistance include, but are not limited to: systems architecture and engineering; simulation modeling; contract and contractor evaluation activities; expert advice on technical issues and acquisition activities; technical support of proposed rulemaking; information technology security; software process improvement (including CASE tools), methodology improvement, and technology assessment.

The following subsections discuss each of these areas in more detail. Specific task assignments under these areas will be unilaterally issued in writing by the PTO Contracting Officer (CO).

C.3.1 SYSTEMS ARCHITECTURE AND ENGINEERING

The contractor will advise and assist the PTO in defining and developing a coherent and evolutionary architecture and infrastructure based on the present and future needs, and updating and maintaining a Technical Reference Model that defines the target technical environment for the acquisition, development, operation, and support of PTO information

systems. Included, as necessary, will be such activities that may include high-level systems architectural and engineering requirements definition and analysis, engineering, fabricating, testing, installing, purchasing incidental hardware and software, evaluating high-level system architectural design alternatives, and developing prototypes. The contractor will ensure compatibility and integration of architectural components and will be responsible for the design and implementation of infrastructure system components such as, application and file servers, active network components, network redesigns, and technology updates. Areas of potential activities include: data communications, communications protocols, data center physical layouts, storage and retrieval technologies and methods, digital image scanning technology, workstation design, optical character recognition, photo-composition, engineering lab, test and evaluation of Commercial Off-The-Shelf (COTS) hardware and software, and other technological areas.

Activities will consider the following factors as part of system architecture and engineering: cost, risk, performance, reliability, availability, physical equipment characteristics, and operation, maintenance and management at full system deployment.

C.3.2 SIMULATION MODELING

The contractor will assist the PTO in designing, implementing, and applying analytic and discrete event simulation models to evaluate major automated system and subsystem capacity, performance, and architectural alternatives. This includes modeling at the distributed component level to show the effect of configuration options at the system level (e.g. number of communication servers, disk controllers, network ports required, etc.) This also includes modeling at the system level to allow system architects and designers to answer questions about performance from an integrated system perspective. The contractor will assist in development of further enhancements to the models and in model maintenance.

C.3.3 CONTRACT/CONTRACTOR EVALUATION

The contractor will advise and assist the PTO in the establishment of other contractors' task orders and technical tasking statements, and will assist the PTO in reviewing the contractors' technical documents, plans, performance and products. As required, the contractor will participate in formal design and product review meetings.

C.3.4 TECHNICAL ISSUES AND ACQUISITION ACTIVITIES

The contractor will identify, review, and comment on technical and programmatic issues impacting upon the PTO automation program. This work will be limited to conducting preliminary investigations at a low level of effort to determine if a larger study is warranted.

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The contractor will assist the PTO with systems and support services acquisition planning, solicitation, and proposal evaluation activities. This includes assistance in preparation of functional and technical specifications, statements of work (SOWs), and Requests for Proposal (RFPs), as well as assistance in source selection and evaluation of technical proposals. However, the contractor will not perform any activities that are inherently Government functions.

C.3.5 TECHNICAL SUPPORT OF RULEMAKING

The contractor will provide technical advice to support PTO in drafting language for rulemaking. Contractor support will be on technical, rather than legal aspects. Language drafted by the PTO will be for proposed rules governing PTO or public procedures in various patent processing areas.

C.3.6 INFORMATION TECHNOLOGY SECURITY

The PTO is becoming a significant part of the Global Information Infrastructure. This includes access through PTOnet of: the Internet, electronic commerce, the public, other US government entities, and international partners. At the same time, PTOnet must provide service to PTO subsystems which process sensitive information that might be the target of professional industrial espionage. PTOnet and the over 90 subsystems it supports constitute the PTO "System". The Security Engineering effort is primarily concerned with PTO System security with support for subsystem development.

The contractor will perform the following types of activities:

- Define security requirements for attaching subsystems to PTOnet, determine which could be satisfied by PTOnet and which by the subsystems, and propose ways to meet those requirements
- Revise the PTO System security architecture
- Review subsystem documentation for the adequacy of security requirements and the proposed methods for satisfying those requirements
- Perform advanced security technology research to advise PTO on security strategies
- Advise PTO on whether to undertake development projects having significant security implications
- Advise PTO on ATM network security considerations, for example virtual LAN's
- Design and implement selected security strategies.

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Some of these efforts will involve prototype development and testing. The contractor will write proposed security requirements, test procedures, and then test prototypes against those requirements. If necessary, the contractor shall procure incidental hardware/software for prototype testing.

C.3.7 SOFTWARE PROCESS IMPROVEMENT

Contractor's support will be needed to evaluate, or participate in evaluation teams to improve PTO's software processes (e.g., evaluating system development and maintenance contractor's software processes). The contractor will evaluate CASE tools and other automated tools.

C.3.8 METHODOLOGY IMPROVEMENT

The contractor will support the PTO's efforts to improve the Life Cycle Management methodology. The contractor may be required to draft, or contribute to, guidance documents, research industry for best practices, and make recommendations to the PTO.

C.3.9 TECHNOLOGY ASSESSMENT

The contractor will provide technical assistance in evaluating current and future state-of-the-art technology. These evaluations would include assessing and documenting current and potential uses of the technology in meeting system requirements; conducting market studies to determine who is developing the technologies; determining the purposes and volumes of what is or will be produced in the future; projecting future technological developments and their usefulness in meeting requirements at full development; and performance of cost studies.

C.4 TASK ORDERS - GENERAL

A. The contractor shall perform work under this contract as specified in written task orders (TOs) issued by the Contracting Officer and as specified in the Task Management Plan (Contract Deliverable No. TM02). Work shall be initiated and/or performed only after issuance by the Contracting Officer of a fully executed task order. The task order is considered executed or issued if it has been signed by the Contracting Officer. The work to be performed under these task orders shall be within the scope of the contract.

B. It is recognized and mutually agreed that the Government shall only be liable for costs and fee under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Therefore, any cost and fee for any work not so authorized shall be disallowed.

C. Each task order will be required to have a Task Management Plan (Contract Deliverable No. TM02). Each task order will include:

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1. A numerical designation

2. The estimate of required labor hours and cost ceiling

3. The period of performance and schedule of deliverables

4. The description of the work (consisting of clearly defined task objectives, scope, methodology, resource requirements, milestones

5. Identification of the period (base, option period 1, etc.) to which the task order is to be charged if the contract includes overlapping periods.

D. The contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within 5 calendar days after its receipt. The contractor shall begin work on the task order in accordance with the effective start date indicated on the task order.

E. This clause does not change the requirements of the clause B.6 "Level of Effort -- Cost Reimbursement Term Contract," nor the notification requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds."

F. Task orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change in the contract terms or conditions, the contractor shall notify the Contracting Officer within five (5) calendar days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order issued under the contract, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

C.5 TASK ORDER IMPLEMENTATION

A. The Project Management Manual, sections 4.2.2, 4.2.3, and 4.2.4 provide a detailed description of the processes the PTO intends to use in the development, negotiation, issuance, and modification of task orders.

1. Level-of-effort task orders require a detailed tasking description that describes each task to be performed, the work or deliverables to be produced, and deliverable due dates. Task order modifications shall be documented using a Resource Estimate (Contract Deliverable No. FN07).

2. Infrastructure development projects require project network schedules and narrative descriptions, a detailed tasking description that describes each task to be performed, the work or deliverables to be produced, and deliverable due dates. Task order modifications shall be documented using a Resource Estimate

(Contract Deliverable No. FN07). To plan and monitor development projects, the PTO uses the Control and Analysis Tool (CAT). The PTO uses this system for development of project network schedules and narrative descriptions, what-if analysis, tracking task order deliverables and budgets, and monitoring performance against established baselines. The CAT program management system is compatible with Microsoft Project, Timeline and most other COTS ASCII-based commercial project management and work processing software. The SETA contractor shall provide data in electronic format that is compatible with the CAT program management system. Further information on this process can be found in chapters 2 and 3 of the Project Management Manual.

B. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify or provide additional guidance to the contractor regarding the performance of the task order.

C. Pursuant to the FAR Clause 52.243-7, "Notification of Changes," as contained in Section H.3 of this solicitation, the contractor shall notify the Contracting Officer immediately of any instructions or guidance the contractor considers to be a change to the task order which will impact the cost, schedule or deliverable content of the baseline statement of work. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally amended to reflect modifications to tasking. The contractor is responsible for revising the statement of work to reflect task order amendments within 5 working days following negotiation or issuance of a modification of the task order.

C.6 PROBLEM NOTIFICATION

A. The contractor shall notify the PTO's Contracting Officer and COTR immediately of all problems that impact or potentially impact the contract, deliverable(s), or project schedule. Such notifications shall be made verbally during normal work hours or at the beginning of the next Government work day. For each problem encountered, verbal notification shall be followed by a written report to the Contracting Officer and copy to the COTR within 24 hours after the identification of the problem. This written report shall be submitted in accordance with the format and criteria contained in the Problem Notification Letter (Contract Deliverable No. PN01).

B. The report shall include as a minimum:

1. The nature of the problem
2. How or why the problem occurred
3. The steps being taken to correct the problem
4. The consequences of the problem

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5. Actions to prevent similar occurrences.

C.7 PROGRESS REPORTS

A. The contractor shall submit written monthly progress and status reports 10 calendar days after the end of each calendar month. The contractor shall prepare and submit ten (10) copies to the Government, nine (9) copies shall be provided to the COTR and one (1) copy to the Contracting Officer. A progress report will contain, at a minimum, the following items:

1. A summary of progress made during the month of each task and subtask initiated, under way, and completed.

2. A comparison of progress made with the plans for each task and subtask.

3. A summary of planned activities to be conducted during the next month on each task or subtask that is active or to be initiated.

4. A summary of staff hours and funds expended during the month, expended to date, and remaining for each task and the total project.

5. A description of major difficulties that have been encountered which may delay task completion or product delivery, and statements of the steps to be taken to solve the problem.

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

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

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

C. The progress report shall be submitted in accordance with the format and criteria provided in the Monthly Status Report (Contract Deliverable No. FN01).

C.8 MEETINGS

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

1. Work completed during the reporting period.

2. Technical status report on all tasks.

3. Financial status report on all tasks.

4. Work schedule for the next reporting period.

5. Identification of any problems or delays and recommendations as to their resolution with reference to the problem reports submitted in the interim.

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

B. Other meetings between the contractor and the PTO will be held on an "as required" basis during the performance of the contract. The majority of the meetings will be held at the U.S. Patent and Trademark Office, 2121 Crystal Drive (Crystal Park 2), Suite 1004, Arlington, VA 22202; however, meetings may also be held at the contractor's facility when determined appropriate by the COTR. The contractor shall be able to attend any meeting called by the PTO when given a thirty (30) minute advance notice of such a meeting. As requested, the contractor shall prepare and submit written minutes of all meetings in accordance with the format and criteria contained in Minutes of Meetings (Contract Deliverable No. GD17).

C.9 QUALIFICATIONS OF CONTRACTOR PERSONNEL

C.9.1 GENERAL PERSONNEL QUALIFICATIONS

C.9.1.1 GENERAL REQUIREMENTS

A. The contractor must have personnel with a working knowledge of microcomputer applications on an IBM or compatible PC. This knowledge, at a minimum, shall include the following applications operating in a DOS 6/Windows for Workgroups 3.11 environment and/or in a Windows NT 4.x environment: Microsoft Office, Corel WordPerfect Office, and Lotus SmartSuite. The preferred applications are Microsoft Office. The PTO is migrating from the DOS 6/Windows for Workgroups 3.11 environment to the Windows for NT 4.x environment.

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B. The contractor must have personnel with a working knowledge of the standards and products as specified in the Technical Reference Model, Section 4.0 Standards and Products.

C. The PTO will not provide or pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of PTO-specific and specialized training not obtainable outside the PTO (e.g., patent examination process class). The contractor is expected to provide trained, knowledgeable personnel according to the requirement of the Task Order. If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

C.9.1.2 EDUCATION

A. The contractor shall supply personnel meeting the educational qualifications specified for each labor category

B. All degrees must be from a fully accredited college or university, or candidate must be prepared to show that degrees from other institutions are equivalent or better.

C. PTO will consider on a case-by-case basis, acceptance of personnel whose degree(s) do(es) not fall within the fields specified within each labor category description. The contractor shall clearly identify that the individual's degree field does not meet PTO specifications, and shall provide justification supporting a request for a waiver from the degree field specification for that individual.

D. Substitutions of experience for education, and education for experience, is allowed as follows:

1. Experience may be substituted for education when that experience is specialized, hands-on, and directly related to functions to be performed in a particular work area. Such experience may be substituted for education as follows:

   (a) 6 years of experience represents a Bachelor's degree

   (b) 3 years of experience plus a Bachelor's degree represents a Master's degree

2. No substitution of experience for a Bachelor's degree may be made when the education requirement specifies a Master's degree. Experience used to substitute for education shall be in addition to experience required for the position.

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

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(a) 1 year of college represents 9 months of general experience

(b) 3 years of college represents 2 years of general experience

(c) A Master's degree may be substituted for one year of experience if the education requirement specifies a Bachelor's degree.

4. Offerors may propose exceptional expertise or unique experience in lieu of the exact number of years experience or formal education.

C.9.1.3 KEY PERSONNEL

A. In accordance with Section H.2, key personnel shall include:

1. Program Manager
2. Principal Systems Architect
3. Principal Systems Engineer
4. Principal Information Technology Security Engineer
5. Principal Network Engineer

B. All key personnel must have at least 3 years experience managing work similar to that of this contract in their respective area.

C.9.2 SPECIFIC PERSONNEL QUALIFICATIONS

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

The following definitions apply to the labor category descriptions:

A. General Experience: Minimum years in information technology functions or related labor category positions

B. Specific Experience: Minimum experience required related to the particular labor skill category and level. This experience is not in addition to, but is part of, the minimum experience required in General Experience.

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C.9.2.1 PROGRAM MANAGER (KEY PERSONNEL)

General Description

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

Education

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

General Experience

15 years of general and progressively responsible experience managing information systems high-level architecture and systems engineering programs.

Specific Experience

At least 10 years of specialized experience in systems architecture and systems engineering; and demonstrated ability to provide guidance and direction in the tasks similar to the sample tasks provided in the statement of work. At least 5 years experience managing similar multi-task contracts of this type and complexity, and proven expertise in the management and control of resources. At least 4 years experience supervising personnel. Thorough understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management. Experience and knowledge in subcontractor management.

Function

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

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C.9.2.2 PRINCIPAL SYSTEMS ARCHITECT (KEY PERSONNEL)

General Description

An individual who is extremely knowledgeable and skilled in information systems architecture and has extensive experience in the concept, requirements, high-level architecture, implementation-level architecture, interface analysis, data modeling, and systems migration phases of systems architecture. Demonstrates very good oral and written communications skills.

Education

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

General Experience

8 years of general and progressively responsible experience performing computer systems architecture and engineering. Proven ability to work independently or under only general direction.

Specific Experience

At least 5 years specialized experience in standards-based architecture and migration, or evolution of legacy systems into an open-system environment. This experience should include the identification and selection of standard products to achieve a target architecture. At least 4 years experience supervising personnel. At least 3 years managing systems engineering work similar to that of this contract. At least 2 years specialized and direct experience with required architectural and operational concepts (e.g., POSIX, CASE, SGML), simulation and modeling, and software metrics and system effectiveness measurement tools. Thorough understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides competent leadership, and highly specialized and technical guidance in the development of complex system architectures. Simultaneously plans, manages, and provides technical oversight for system architecture activities. Ensures system architectures are compliant with standards for open-systems architectures, reference models, and profiles. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager to ensure problem resolution and customer satisfaction. May work as a team member. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives. May be

capable of negotiating and making binding decisions for the company on contract task orders.

C.9.2.3 PRINCIPAL SYSTEMS ENGINEER (KEY PERSONNEL)

General Description

An individual who is extremely knowledgeable and skilled and has extensive experience in the requirements gathering, project planning, design, integration and test, deployment and operations, maintenance, and follow-on planning phases of systems engineering. Demonstrates very good oral and written communications skills.

Education

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

General Experience

8 years of general and progressively responsible experience performing computer systems architecture and engineering. Proven ability to work independently or under only general direction.

Specific Experience

At least 5 years specialized experience in network engineering, integration of hardware and software into legacy systems, technical project management, and communications including telephony. At least 4 years experience supervising personnel. At least 3 years managing systems engineering work similar to that of this contract. At least 2 years specialized and direct experience with required architectural and operational concepts (e.g., POSIX, CASE, SGML), simulation and modeling, and software metrics and system effectiveness measurement tools. Thorough understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides competent leadership, and highly specialized and technical guidance, to complex system engineering challenges. Simultaneously plans, manages, and provides technical oversight for system engineering activities. Ensures systems are compliant with standards for open-systems architectures, reference models, and profiles. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager to ensure problem resolution and customer satisfaction. May work as a team member. Interfaces with Government management and technical personnel including, but

not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives. May be capable of negotiating and making binding decisions for the company on contract task orders.

C.9.2.4 SENIOR SYSTEMS ENGINEER

General Description

An individual who is very knowledgeable and skilled and has extensive experience in systems engineering. Demonstrates very good oral and written communications skills.

Education

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

General Experience

8 years of general and progressively responsible experience performing computer systems architecture and engineering. Proven ability to work independently or under only general direction.

Specific Experience

At least 5 years specialized experience in systems engineering as applicable to the task order under consideration. At least 2 years specialized and direct experience with required architectural and operational concepts (e.g., POSIX, CASE, SGML), simulation and modeling, and software metrics and system effectiveness measurement tools. Understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides highly specialized and technical guidance to complex system engineering challenges. Ensures systems are compliant with standards for open-systems architectures, reference models, and profiles. May work as a team member. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives.

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C.9.2.5 SENIOR SOFTWARE ENGINEER

General Description

An individual who is very knowledgeable and skilled and has substantive experience in software engineering. Demonstrates very good oral and written communications skills.

Education

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

General Experience

8 years of general and progressively responsible experience software engineering and design. Demonstrated ability to work independently or under only general direction on complex software engineering problems.

Specific Experience

At least 5 years specialized experience in software engineering as applicable to the task order under consideration. At least 2 years specialized experience in software metrics and system effectiveness measurement tools, and process/data modeling methods and tools. Understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides highly specialized and technical guidance, and solutions to, complex software engineering challenges. Performs software engineering analysis and design; estimates software development costs and schedule; and leads infrastructure system design, development, and integration activities using accepted software engineering practices (e.g., Failure Mode, Effect, and Criticality Analysis (FMECA), metrics and measurement), design techniques, and CASE/ICASE tools. May work as a team member. Interfaces with Government management and technical personnel including but not limited to, the Contracting Officer and Contracting Officer's Technical Representatives. Reports in writing and orally to Government contract management personnel and other Government representatives.

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C.9.2.6 JUNIOR SOFTWARE ENGINEER

General Description

An individual who is knowledgeable and has experience in software engineering. Demonstrates good oral and written communications skills.

Education

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

General Experience

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

Specific Experience

At least 3 years specialized experience in highly specialized software engineering disciplines involving a range of hardware and software solutions. At least 2 years of concentrated, hands-on experience in software engineering.

Function

Provides specialized and technical solutions to complex software engineering challenges, and provides support to the less technical disciplines such as data entry verification. Performs software engineering analysis and design; estimates software development costs and schedule; and participates in infrastructure system design, development, and integration activities using accepted software engineering practices (e.g., Failure Mode, Effect, and Criticality Analysis (FMECA), metrics and measurement), design techniques, and CASE/ICASE tools. Typically required to work under the close supervision and direction of senior personnel. Works independently or as a member of a team. May interface with Government management and technical personnel including but not limited to, the Contracting Officer and Contracting Officer's Technical Representatives. Reports in writing and orally to Government contract management personnel and other Government representatives.

C.9.2.7 SENIOR COMMUNICATIONS ENGINEER

General Description

An individual who is very knowledgeable and skilled and has substantive experience in telecommunications (e.g., hardware, software, and networks). Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the fields of Computer Science, Computer Engineering, Electrical Engineering, Telecommunications or other related engineering or technical discipline; and, certification in NT 4.x or Certified Netware Engineer.

General Experience

8 years of general and progressively responsible experience in network and computer communications hardware, software, and networks as applicable to the task order under consideration. Demonstrated ability to work independently or under only general direction on complex telecommunications problems.

Specific Experience

At least 5 years specialized and direct experience in analyzing, designing, developing, and testing similar communication technologies and networks; using and implementing network and communications standards; and identifying and resolving communications hardware, software, or network problems. At least 2 years in specialized and direct experience in telecommunications. Understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides highly technical and specialized guidance and solutions to complex telecommunications challenges. Analyzes network and computer communications hardware and software characteristics. May work as a team member. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives.

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C.9.2.8 PRINCIPAL INFORMATION TECHNOLOGY SECURITY ENGINEER (KEY PERSONNEL)

General Description

An individual who is extremely knowledgeable and skilled and has extensive experience in the requirements gathering, project planning, design, integration and test, deployment and operations, maintenance, and follow-on planning phases of information technology security engineering. Demonstrates very good oral and written communications skills.

Education

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

General Experience

8 years of general and progressively responsible experience performing information technology security engineering. Proven ability to work independently or under only general direction.

Specific Experience

At least 5 years specialized experience in integration of large complex sub-systems into the Global Information Infrastructure so that one network supports user remote access, public access, sensitive financial and personnel systems, and systems which are the target of professional industrial espionage; development of a security architecture for such complex networked systems; writing security requirements and designing and testing security mechanisms to meet those requirements; and implementation of systems with important security requirements from concept through deployment. At least 4 years experience supervising personnel. At least 3 years managing information technology security engineering work similar to that of this contract. At least 2 years specialized and direct experience with information technology security concepts as required by Section C.3.6. Thorough understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides competent leadership, and highly specialized and technical guidance, to complex information technology security engineering challenges. Simultaneously plans, manages, and provides technical oversight for information technology security engineering activities. Ensures that information technology security requirements are compliant with standards for open-systems architectures, reference models, and profiles. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager

to ensure problem resolution and customer satisfaction. May work as a team member. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives. May be capable of negotiating and making binding decisions for the company on contract task orders.

C.9.2.9 SENIOR INFORMATION TECHNOLOGY SECURITY ENGINEER

General Description

An individual who is very knowledgeable and skilled and has extensive experience in information technology security engineering. Demonstrates very good oral and written communications skills.

Education

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

General Experience

8 years of general and progressively responsible experience performing information technology security engineering as applicable to the task order under consideration. Proven ability to work independently or under only general direction.

Specific Experience

At least 5 years specialized experience in information technology security engineering as applicable to the task order under consideration. At least 2 years specialized and direct experience with required information technology security concepts as required by Section C.3.6. Understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides highly specialized and technical guidance to complex information technology security engineering challenges. Ensures that information technology security requirements are compliant with standards for open-systems architectures, reference models, and profiles. May work as a team member. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives.

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C.9.2.10 PRINCIPAL NETWORK ENGINEER (KEY PERSONNEL)

General Description

An individual who is extremely knowledgeable and skilled and has substantive experience in the requirements gathering, project planning, design, integration and test, deployment and operations, maintenance, and follow-on planning phases of large scale local area networks (LANs) and international wide area networking. Demonstrates very good oral and written communications skills.

Education

An advanced degree (minimally Master's) in the field of Computer Science, Computer Engineering, Electrical Engineering, Network Engineering or other related engineering or technical discipline and certification in NT 4.x or Certified Netware Engineer.

General Experience

8 years of general and progressively responsible experience in Asynchronous Transfer Mode (ATM), Dynamic Host Communication Protocol (DHCP), Domain Name Service (DNS), Novell Protocols, TCP/IP, network management segmentation, LAN emulation on ATM, virtual LAN, Integrated Service Digital Network (ISDN), frame relay, security firewalls, and network management systems. Demonstrated ability to work independently or under only general direction on complex network problems.

Specific Experience

At least 5 years specialized and direct experience in analyzing, designing, developing, and testing networks; using and implementing network and communications standards and open-system architectures; and identifying and resolving network hardware, network software, or other network problems. At least 4 years experience supervising personnel. At least 3 years managing network engineering work similar to that of this contract. At least 2 years specialized and direct experience in all aspects of network engineering. Thorough understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides competent leadership, and highly technical and specialized guidance and solutions, to complex network challenges. Simultaneously plans, manages, and provides technical oversight for network engineering activities. Analyzes network and computer communications hardware and software characteristics. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager to ensure problem resolution and customer satisfaction. May work as a team member. Interfaces with Government management and technical personnel including, but not limited to,

the Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives. May be capable of negotiating and making binding decisions for the company on contract task orders.

C.9.2.11 SENIOR NETWORK ENGINEER

General Description

An individual who is very knowledgeable and skilled and has substantive experience in large scale local area networks (LANs) and international wide area networking. Demonstrates very good oral and written communications skills.

Education

A Bachelor's degree in the field of Computer Science, Computer Engineering, Electrical Engineering, Network Engineering or other related engineering or technical discipline and certification in NT 4.x or Certified Netware Engineer.

General Experience

8 years of general and progressively responsible experience in all aspects of network communications hardware and software. Demonstrated ability to work independently or under only general direction on complex network problems.

Specific Experience

At least 5 years specialized and direct experience in analyzing, designing, developing, and testing networks; using and implementing network and communications standards; and identifying and resolving network hardware, network software, or other network problems. At least 2 years specialized and direct experience in network engineering as applicable to the task order under consideration. Understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

Provides highly technical and specialized guidance and solutions to complex network challenges. Analyzes network and computer communications hardware and software characteristics. May work as a team member. Interfaces with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives.

C.9.2.12 JUNIOR NETWORK ENGINEER

General Description

An individual who is knowledgeable and skilled and has experience in large scale local area networks (LANs). Demonstrates good oral and written communications skills.

Education

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

General Experience

4 years of general and progressively responsible experience in network communications hardware and software.

Specific Experience

At least 3 years specialized and direct experience in analyzing, designing, developing, and testing networks; using and implementing network and communications standards; and identifying and resolving network hardware, software, or network problems. At least 1 year specialized and direct experience in network engineering as applicable to the task order under consideration.

Function

Provides highly technical solutions to complex network challenges. Analyzes network and computer communications hardware and software characteristics. Typically required to work under the close supervision and direction of senior personnel. Works independently or as a member of a team. May interface with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives.

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C.9.2.13 OPERATIONS RESEARCH ANALYST

General Description

An individual who is very knowledgeable and skilled and has extensive experience in operations research analysis. Demonstrates very good oral and written communications skills.

Education

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

General Experience

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

Specific Experience

At least 5 years specialized experience in operations research as applicable to the task order under consideration. 2 years specialized experience with similar architectural and operational concepts (e.g., POSIX, GOSIP, CASE, SGML), simulation and modeling, software metrics and system effectiveness measurement tools, and process/data modeling methods and tools. Thorough understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

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

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C.9.2.14 SENIOR SYSTEMS ANALYST/ PROGRAMMER

General Description

An individual who is very knowledgeable and skilled and has extensive experience in information systems analysis and programming. Demonstrates very good oral and written communications skills.

Education

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

General Experience

8 years of general and progressively responsible experience performing systems analysis and programming. Demonstrated ability to work independently or under only general direction on complex problems.

Specific Experience

At least 6 years specialized and direct experience in numerous information systems processing disciplines involving a wide range of hardware and software solutions, to include data base management and use of programming languages as applicable to the task order under consideration. At least 4 years of concentrated, hands-on experience in systems analysis and programming disciplines. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging activities. Understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management.

Function

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

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C.9.2.15 JUNIOR SYSTEMS ANALYST/PROGRAMMER

General Description

An individual who is knowledgeable and has experience in systems analysis and programming. Demonstrates good oral and written communications skills.

Education

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

General Experience

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

Specific Experience

At least 3 years specialized experience in analysis and programming disciplines involving a range of hardware and software solutions. At least 1 year of design and programming of moderately complex information systems. Demonstrated experience as applicable to the task order under consideration.

Function

Performs analysis, design, coding, and testing for system software components; develops requirements and technical specifications; prepares program and customer level documentation; assists senior analysts in preparing input and test data for proposed system; and enhances and maintains software. Typically required to work under the close supervision and direction of senior personnel. Works independently or as a member of a team. May interface with Government management and technical personnel including, but not limited to, the Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives.

C.9.2.17 TECHNICAL WRITER/EDITOR

General Description

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

Education

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

General Experience

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

Specific Experience

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

Function

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

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C.9.2.18 ADMINISTRATIVE/CLERICAL STAFF

General Description

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

Education

High school or equivalent. Trained to use a microcomputer and commonly accepted software packages for word processing, spreadsheets analysis, and data base management; and use other office equipment such as facsimile machines and copiers.

General Experience

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

Specific Experience

Experience with the tools and techniques as applicable to the task order under consideration.

Function

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

SECTION D - PACKAGING AND MARKING

D.1 PACKING

A. 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.

B. Cover letters and deliverables are to be assembled together in one complete package. Cover letters are not to be submitted without the deliverables.

C. All deliverables shall be accompanied by a Receipt for Documentation (see Section J.2.A.8 for the format). The PTO will date/time stamp the receipt and return it to the contractor for their records.

D. 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.

E. Other special packing provisions may be specified in any task order issued under this contract.

D.2 MARKING

A. The contractor shall ensure that all invoices, 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.

B. 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 with a statement. That cover statement shall:

1. State 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 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.

C. PROCUREMENT SENSITIVE MATERIAL

The contractor shall be responsible for identifying all procurement documentation. All procurement sensitive documentation shall be properly marked with a statement that the document contains procurement sensitive information.

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

1. Document control number

2. Contract Number

3. Task Order Number

4. Task number

5. Activity Number

6. Deliverable Number

7. Deliverable ID

8. CDRL Number or TSG Number

9. Date of Document

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10. Cover Statement, as required by D.2.B, that shall:

    a. State that there is no proprietary content on unmarked pages

    b. Identify the appendix or appendices which contain proprietary content

    c. State the PTO has complete freedom to distribute the document, without the marked parted, to anyone including other companies, foreign governments, foreign nationals, and academia

    d. State that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices.

11. Within the marked appendix or appendices, the contractor 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.3 SPECIAL DISTRIBUTION REQUIREMENTS

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

1. James H. Murphy, Contracting Officer

2. The Task Order Manager

3. Contracting Officer's Technical Representative

All copies shall be delivered for centralized control and distribution to the attention of the COTR, U.S. Patent and Trademark Office, 2121 Crystal Drive, Crystal Park-2, 10th Floor, Rm E1016, Washington, DC 20231; or if hand delivered: Arlington, VA 22202.

There is to be only one delivery of documents each business day. To be credited for on-time delivery, the deliverable shall be received and date and time stamped by the PTO no later than 2:00 P.M. on the due date. The contractor shall be responsible for providing a courier to deliver correspondence/deliverables daily and to pickup correspondence going back to the contractor.

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

E.2 GENERAL

A. The contractor shall provide all deliverables by the date specified in each task order.

B. 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.

C. 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

A. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

B. Inspection and acceptance will be performed at:

U.S. Patent and Trademark Office
2121 Crystal Drive, Crystal Park-2
10th Floor, Rm E1016
Arlington, VA 22202

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C. 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.

D. 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 completed final deliverables. Deficiencies in final deliverables shall be corrected by the contractor within ten (10) working days.

E. All deliverables will be inspected for appropriate markings (as specified in Section D.2, Markings, of this solicitation), format adherence (as specified in each task order, and in accordance with the provisions of Section F.6, Deliverable Medium, 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.

F. 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.D.

G. If the 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.B, Proprietary or Sensitive Material, the document will be immediately rejected without further review and returned to the contractor for correction and resubmission, within the timeframes set forth Section E.3.D; 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 time-frames set forth in Section E.3.D. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the COTR.

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H. Deliverables, both hard copy and software, will be accepted when all discrepancies, errors, or other deficiencies have been resolved to the Government's satisfaction.

I. Acceptance or rejection of all submitted deliverables (both draft and final) will be formally communicated in writing from the COTR within the time-frame specified. All notifications of rejection will be accompanied by specific justification or substantiation of the reason(s) for rejection.

E.4 OTHER DOCUMENTATION

Every 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, cost estimates, plans (program, management, implementation), technical studies, specifications, engineering drawings, fact sheets, 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.

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

NUMBER	TITLE	DATE
52.242-15	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 PERIOD OF PERFORMANCE

The period of performance of this contract, excluding options, shall be from the effective date of the contract through November 30, 1998.

F.4 PLACE OF PERFORMANCE

A. The work under this Statement of Work (SOW), Section C, is to be performed primarily at the contractor's facility (unless otherwise specified in the 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 thirty (30) minute notice for required meetings (see Section C.8).

B. 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.

F.5 CONTRACT DELIVERABLES

A. The following shall be delivered to the PTO as required in accordance with the format and criteria shown in Attachment 1 listed in Section 1.

1. Monthly Status Report (Contract Deliverable No. FN01)
2. Contract Funds Status Report (Contract Deliverable No. FN02)
3. Resource Estimate (Contract Deliverable No. FN07)
4. Letter of Completion (Contract Deliverable No. GD16)
5. Problem Notification Letter (Contract Deliverable No. PN01)
6. Minutes of Meetings (Contract Deliverable No. GD17)
7. Task Management Plan (Contract Deliverable No. TM02)
8. Receipt for Documentation

B. Other technical products shall be provided to the PTO as required in task orders.

C. Software documentation shall be provided to the PTO by the contractor as applicable. This documentation shall conform to Federal Information Processing Standards (FIPS).

F.6 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 are as follows:

A. The contractor shall provide copies of all draft and final deliverables on magnetic medium to the PTO in the following format, unless otherwise specified within individual task orders:

1. IBM compatible floppy diskette--3 1/2 inch diskette, high or low density
2. Narrative compatible with PTO's Windows for Workgroups version 3.11 operating system word processing software applications. The PTO is migrating from the Windows for Workgroups 3.11 environment to the Windows for NT 4.x environment. As of the release of the RFP, PTO word processing applications

located on PTOnet are Microsoft Word for Windows 6.0 and WordPerfect 6.1 for Windows.

B. Tables, files, graphics and other information not incorporated into word processed documents (e.g. that are generated by CASE or IDEF tools) shall be delivered on floppy diskettes in a format compatible with PTO's Windows for Workgroups version 3.11 operation system office automation or system development application software, as appropriate. The PTO is migrating from the Windows for Workgroups 3.11 environment to the Windows for NT 4.x environment. 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.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

A. Lawrence DeSpain, is hereby designated as the Contracting Officer's Technical Representative. 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 to the contractor by the Contracting Officer in writing. The COTR is located at the U.S. Patent and Trademark Office, 2121 Crystal Drive, Crystal Park-2, 10th Floor, Rm E1016, 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 assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the contractor.

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 occurred as a result thereof.

G.3 GOVERNMENT-FURNISHED PROPERTY

Individual task orders will list any Government-furnished property or 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.

G.4 GOVERNMENT-FURNISHED DATA

A. Individual task orders will list any Government-furnished data or reference documents to be provided, with specified delivery dates, to the contractor for use in the performance of this contact. If the data or reference document, suitable for its intended use, is not delivered to the contractor by the specified date, the COTR will be immediately notified by the contractor, with the contractor indicating the impact and requesting direction from the COTR. The Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

1. The contractor submits a timely written request for an equitable adjustment; and

2. The facts warrant an equitable adjustment.

B. Title to Government-furnished data and reference documents shall remain with the Government.

C. The contractor shall use the Government-furnished data and reference documents only in connection with this contract.

D. 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

A. 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 contact. If the equipment, suitable for its intended use, is not delivered to the contractor by the specified date, the COTR will be immediately notified by the contractor, with the contractor indicating the impact and requesting direction from the COTR. The Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

1. The contractor submits a timely written request for an equitable adjustment; and

2. The facts warrant an equitable adjustment.

B. Title to Government-furnished equipment shall remain with the Government.

C. The contractor shall use the Government-furnished equipment only in connection with this contract.

D. Government-furnished equipment will be returned to the Government upon conclusion of the task order or as otherwise specified.

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G.6 INVOICES

A. 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
Information Technology Contracts Office
Box 14
Washington, DC 20231

Or if hand delivered to:

U.S. Patent and Trademark Office
Office of Information Technology Contracts
2011 Crystal Drive, Suite 804
Arlington, VA 22202

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

1. Name of business concern, address, and invoice date.

2. Contract number.

3. Period covered by the invoice.

4. Name, title, and phone number of the official responsible for preparing the invoice.

5. Name, title, and phone number of official responsible for certifying the invoice.

6. Description, price, and quality of property and services delivered.

   a. Costs being billed in the invoice should be segregated by task order number.

   b. Total Contract Costs Previous to Date: all cost items should be listed and broken down separately for the total contract prior to the current invoice.

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c. 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.

d. Total Contract Costs to Date: all cost items should be listed and broken down separately for the total contract through the current invoice.

e. Hours Expended should be included as an item under all three categories above.

f. Hours Expended should contain an itemization of all categories of cost by staff classification.

g. Direct Labor rates and indirect rates billed for the period.

C. 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:

1. 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.

2. Copies of original invoices between contractor and the seller of the equipment, hardware, and software charged to the PTO should be provided to the PTO Office of Finance for charges over $25,000.00.

3. Listing (in summary sheet presentation) of task order items (labor, hardware, etc.) by task order number to match against the system for which they were purchased (e.g., SUS, GSI, PTCS).

4. A complete copy of new lease agreements (if any), equipment schedules, and amortization schedules.

D. 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.

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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 KEY PERSONNEL

A. The Contractor shall assign to this contract the following key personnel for each of the positions identified below:

1. Program Manager -
2. Principal Systems Architect -
3. Principal Systems Engineer -
4. Principal Information Technology Security Engineer -
5. Principal Network Engineer -

B. The Program Manager described in Sections C.9.2.1 and H.2.A shall be assigned and available on this contract from the date of contract award. The other key personnel described in Sections C.9.2.2, C.9.2.3, C.9.2.8, C.9.2.10, and H.2.A shall be assigned and available on this contract from the date of task order issuance of a task requiring their services.

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

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.

H.4 ORGANIZATIONAL CONFLICT OF INTEREST

A. Scope

The role of the SETA contractor will be to serve in the capacity of an independent and objective source for expert advice and assistance on systems architecture, systems engineering, software processes and support tools, methodology, and technical support issues. The SETA contractor will be responsible for the design and implementation of infrastructure system components. The SETA contractor will also provide support in evaluating current and future technology, and may also serve as an unbiased third party in the review of other Government contractors' plans, performance and products.

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 with prior written approval of the Contracting Officer it shall not:

      (1) Use such information for any private purpose unless the information has been released or otherwise made available to the public

      (2) Compete for work with the PTO based on such information for a period of five (5) years after the completion of this contract or until such information is released or otherwise made available to the public, whichever is latest

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(3) Submit an unsolicited proposal to the Government that is based on such information until five (5) years after the completion of this contract or one year after such information is released or otherwise made available to the public, whichever is latest

(4) 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 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 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 order, 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.

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.

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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.

G. Government Indemnity

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

H.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.9, 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 of current personnel from the contract.

C. To ensure that all personnel meet the qualifications stated in Section C.9, the contractor shall provide the Government with resumes of all personnel to be used on a given task order for COTR at the time of the Task Management Plan (TM02) submission for that task order.

H.6 SUBCONTRACT REPORTS

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

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

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

H.7 TECHNICAL DATA RIGHTS

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

A. European Patent Office

B. Japanese Patent Office

C. World Intellectual Property Organization

D. Patent and Trademark Depository Libraries

E. Other patent or trademark treaty and agreement entities

F. Other entities, including the U.S. 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 charge 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

A. Any designs, equipment, and/or concepts which evolve from performance thereunder shall be considered "Confidential."

B. 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.10 SECRECY AND USAGE OF PATENT INFORMATION

A. 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.

B. 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. 36 CFR §1.14
4. 35 U.S.C. §181-188

C. 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.

D. 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 50-PBPT-8-00005 or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion."

E. 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.

F. 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 taken to protect the secrecy of patent information.

G. Within 30 days of contract award date, 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. Duplication of protected information and other materials by the contractor is forbidden except as specified in task orders.

I. 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

A. 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:

1. SF-85 (original plus 1 copy of Page 1 only)
2. FD-258 Fingerprint Card

B. 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:

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1. SF-85P (original plus 1 copy of Page 1 only)
2. OF-306 (original and 1 copy)
3. FD-258 Fingerprint Card

H.12 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

E. The specifications

H.13 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

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

H.14 PERFORMANCE MEASUREMENT

A. Performance measurements will be specified in each task order.

B. Upon completion of an issued task order, the Government task order manager will perform an evaluation of the contractor's performance based on the performance measurements in said task order. These task order evaluations will be used to prepare contract evaluations of contractor performance as required in accordance with FAR Subpart 42.1502.

C. Contractor performance evaluations will be conducted in accordance with FAR Subpart 42.15 and will be maintained in a Past Performance Information Database.

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H.15 OPTION TO EXTEND THE TERM OF THE CONTRACT -- COST PLUS FIXED FEE CONTRACT

The Government has the option to extend the term of this contract for 4 additional period(s) pursuant to FAR 52.217-9. If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

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

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

Period	Start Date	End Date
Option Period I	12/01/98	11/30/99
Option Period II	12/01/99	11/30/00
Option Period III	12/01/00	11/30/01
Option Period IV	12/01/01	11/30/02

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

Period	Level of Effort (Direct Labor Hours)
Option Period I	200,000 hours
Option Period II	187,500 hours
Option Period III	175,000 hours
Option Period IV	175,000 hours

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

Period	Estimated Cost	Fixed Fee	Total
Option Period I	$7,694,590	$595,812	$8,290,402
Option Period II	$7,416,389	$574,239	$7,990,628
Option Period III	$7,152,660	$553,788	$7,706,448
Option Period IV	$7,340,217	$568,311	$7,908,528

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

Period	Other Direct Cost Items		
Option Period I	N/A	**********	**********
Option Period II	N/A	**********	**********
Option Period III	N/A	**********	**********
Option Period IV	N/A	**********	**********

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PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

NUMBER	TITLE	DATE
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
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JAN 1997
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-33	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	FEB 1995

	CHANGES	
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997
52.216-8	FIXED FEE	MAR 1997
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (MAR 1996)	AUG 1996
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	OCT 1995
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
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 Alternates II and III	JAN 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	JUN 1996
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	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	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 I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	FEB 1997
52.244-5	COMPETITION IN SUBCONTRACTING	JAN 1996
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS)	JAN 1996
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:

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a. 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:

(1) Exchanging the information covered by such subsections for anything of value; or

(2) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

b. 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 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

A. The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

B. The price or fee reduction referred to in paragraph A of this clause shall be:

1. For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

2. For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

3. For cost-plus-award-fee contracts:

a. The base fee established in the contract at the time of contract award;

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b. If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

4. For fixed-price-incentive contracts, the Government may:

a. Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

b. If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

5. For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

C. The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

D. In addition to the remedies in paragraphs A and C of this clause, the Government may terminate this contract for default. 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 under this contract.

I.4 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

A. Definitions.

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

2. "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.

3. "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.

4. "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.

5. "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.

6. "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.

7. "Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government,

regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

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

9. "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.

10. "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.

11. "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.

12. "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:

   a. Agency and legislative liaison by own employees.

      (1) 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.

      (2) For purposes of subdivision B.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

      (3) 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:

         (a) 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.

         (b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

      (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

         (a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

         (b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c) 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.

(5) Only those services expressly authorized by subdivision B.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services.

(1) The prohibition on the use of appropriated funds, in subparagraph B.1 of this clause, does not apply in the case of:

(a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(b) 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.

(2) For purposes of subdivision B.3.b.(1) 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 the preparation, submission or negotiation of a covered Federal action.

(3) 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.

(4) Only those services expressly authorized by subdivisions B.3.b.(1).(a) and (b) of this clause are permitted under this clause.

(5) 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.

c. 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;

(1) 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

(2) 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 non-appropriated 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:

   a. 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

   b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

   c. 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.

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

A. The Government may extend the term of this contract by written notice to the contractor within 30 days; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

B. If the Government exercises this option, the extended contract shall be considered to include this option provision.

C. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.6 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.7 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (COMMERCE DEPARTMENT DEVIATION) (MAR 1995)

A. Definitions.

1. "Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands. "Employment openings", as used in this clause, includes full-time employment, temporary employment of more than three days duration, and part-time employment but does not include:

   a. Executive and top management positions,

   b. Positions that will be filled from within the contractor's organization or under a customary and traditional employer-union hiring arrangement, or

c. Openings in an educational institution that are restricted to students of that institution.

2. "Positions that will be filled from within the contractor's organization", as used in this clause, means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

B. General.

1. Regarding any position for which the employee or applicant for employment is qualified, the contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as:

a. Employment;

b. Upgrading

c. Demotion or transfer;

d. Recruitment;

e. Advertising;

f. Layoff or termination;

g. Rates of pay or other forms of compensation; and

h. Selection for training, including apprenticeship

2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

C. Listing openings.

1. The contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not

connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

2. State and local government agencies holding Federal contracts of $10,000 or more shall also list all their openings with the appropriate office of the State employment service.

3. The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing does not require hiring any particular group of job applicants and is not intended to relieve the contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

4. Whenever the contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

5. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when:

   a. The Government's needs cannot reasonably be supplied

   b. Listing would be contrary to national security, or

   c. The requirement of listing would not be in the Government's interest.

D. Applicability.

1. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

2. The terms of paragraph C above of this clause do not apply to openings that the contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

E. Postings.

1. The contractor agrees to post employment notices stating:

   a. The contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and

   b. The rights of applicants and employees.

2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

3. The contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

F. Noncompliance.

If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

G. Subcontracts.

The contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.8 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

A. The contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguard either designed or developed by the contractor under this contract or otherwise provided by the Government.

B. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the contractor shall afford the Government access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

C. If new or unanticipated threats or hazards are discovered by either the Government of the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.9 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

A. The contractor shall:

1. Certify any proposal to establish or modify final indirect cost rates;

2. Use the format in paragraph C of this clause to certify; and

3. Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

B. Failure by the contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

C. The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____
Signature: _____
Name of Certifying Official: _____
Title: _____
Date of Execution: _____

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS CONTRACT

A. Format for Contract Deliverables:

1. Monthly Status Report (Contract Deliverable No. FN01)
2. Contract Funds Status Report (Contract Deliverable No. FN02)
3. Resource Estimate (Contract Deliverable No. FN07
4. Letter of Completion (Contract Deliverable No. GD16)
5. Problem Notification Letter (Contract Deliverable No. PN01)
6. Minutes of Meetings (Contract Deliverable No. GD17)
7. Task Management Plan (Contract Deliverable No. TM02)
8. Receipt for Documentation

B. Subcontracting Plan
C. The Representations, Certifications, and Other Statements of Offerors, completed by the contractor as part of the response to solicitation number 52-PBPT-7-0001.

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