



DEPARTMENT OF THE TREASURY
 UNITED STATES MINT
 WASHINGTON, D.C. 20220

Offer/Award

Solicitation Number: 1999-000002

Contract Number:

Issued and Administered by: United States Mint
 Corporate Procurement
 633 Third Street, NW, 2nd Floor
 Washington, DC 20220

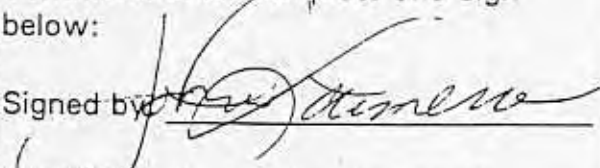
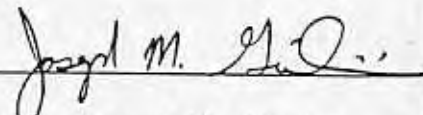
Contractor: SOZA and Co., Ltd.
 8550 Arlington Blvd.
 Fairfax, VA 22031

Amount: To be determined

Service: Data Center Support Services and Network Engineering Support

The Contractor agrees to furnish, deliver, and perform all services set forth herein. The rights and obligations of the parties to this contract shall be subject to and governed by the contract and all attachments thereto.

By executing this document, the Contractor agrees to all terms, conditions, and specifications included herein and has read the "Notice" regarding the general waiver of Procurement Regulations.

Contractor shall complete and sign below: Signed by: <u></u> Typed Name: <u>John W. Larmer II</u> Title: <u>Vice President & COO</u> Date: <u>12/18/98</u>	Contracting Officer shall complete and sign below: Signed by: <u></u> Typed Name: <u>Joseph M. Giuliani</u> Title: <u>Contracting Officer</u> Date: <u>12/18/98</u>
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SECTION B PRICES

B.1 TYPE OF CONTRACT

This is a time and materials (labor hour) contract with an indefinite delivery/indefinite quantity component for special tasks. Task orders may be issued using either on a firm fixed labor-hour basis rates or on a firm fixed-price basis in accordance with the specific statement of work (see Section G).

B.2 TIME AND MATERIALS CONTRACT (Clause #B-102, Oct 1998)

B.1.1 Labor Pricing. This is a time and materials contract with firm fixed-price hourly labor rates. Therefore, all firm fixed-price hourly labor rates shall include all direct labor costs, indirect or overhead costs (and virtually all employee benefits), local travel costs, and fees or profit. Because this contract is exempt from the Federal Acquisition Regulation (FAR), all rates shall be equal to or less than current commercial prices. The contract shall include estimated levels of effort or work hours per Contractor employee or labor category/skill set. The Mint, as described in detail below, shall be invoiced monthly for actual hours expended on Mint work. The Contractor shall never exceed the not-to-exceed dollar amounts established under this contract. For services, not-to-exceed dollar amounts are merely pricing extensions or summaries of firm fixed-price hourly labor rates applied against estimated work hours. If required, the replacement of Contractor personnel or adjustments of hourly rates or estimated hours shall be made by formal contract modification signed by the Mint Contracting Officer.

B.1.2 Billable Hours. All work shall be performed as directed by the Statement of Work and/or the Mint Project Manager. Therefore, the Contractor shall only bill or invoice the Mint for employee hours actually spent performing contract required work. As such, the Mint shall not be billed for any holidays, sick leave, vacation leave, training, or any other hours not spent specifically performing Mint required work. All Contractor invoices shall include the appropriate employee time sheets that support the hours being billed for that month. Additionally, no hours shall be billed to the Mint for employees not shown within Section B or, when applicable, Section J (as related to Section B).

B.1.3 Project Management Billable Hours. Initially, the Project Manager will be full time (40 hours per week). However, as the contract progresses and the need for a full-time Project Manager decreases, a set number of hours per month for project management (to be determined) will be initiated via a modification to the contract.

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B.1.4 Materials. The total maximum value of the contract includes an estimated, non-funded ceiling (Not-To-Exceed dollar amount) for the cost of materials based upon Mint fiscal year(s). However, the Contractor shall not purchase materials under this contract without the written authorization of the Contracting Officer. Purchases of materials, if required, shall be funded on a case-by-case basis. All material costs shall be equal to or less than current commercial prices.

B.3 PERFORMANCE MEASUREMENTS

It is the Mint's intention to provide bonuses or other means of reward (e.g., share in cost-savings) to the contractor for exceeding contract performance for various measurements (metrics). By January 31, 1999, a quality assurance plan (QAP) shall be developed jointly between the Mint and the contractor which will include specific measurements for specific areas of the contract or for specific tasks. The QAP will be incorporated into the contract via a bilateral agreement. It is the Mint's intention to base any awards or bonuses on mutually designed performance metrics/measurements incorporated into the plan. Conversely, the contractor shall also be subject to monetary deductions, as stipulated in the QAP.

B.4 PRICES

See Attachment B-1, Pricing Tables. These pricing tables will be updated via modification to the contract. The contractor shall propose changes to labor rates or changes to personnel via a formal technical and price proposal addressed to the contracting officer with a copy to the Mint's Project Manager. If the contractor is proposing a new labor category, a technical proposal accompanied by a price proposal and resume shall be submitted to the contracting officer with a copy to the Project Manager. If a task order is to be issued, the contractor shall provide a statement of work, that reflects their understanding of the specific requirement, along with the price proposal and any applicable resumes. Unless specified otherwise, all work under this contract shall be performed at the Mint's two Headquarter locations (see Section F, Place of Performance) and the labor categories shall so reflect this.

NOTE: The only CLIN authorized for December 1998 is CLIN 0001 – Program Manager

B.5 ESTIMATED COST OF MATERIALS

None. (May be added in a future contract modification.) Use of this line item is subject to the procedures set forth in Contract Clause B.1.

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B.6 LIMITATION OF COST

The Contractor shall notify both the U.S. Mint Project Manager and the Contracting Officer in writing (electronic mail is acceptable) whenever-

85% of any not-to-exceed amount has been expended.

As part of this notification, the Contractor shall provide revisions of the above price table(s) (see B.2) that, if accepted by the Mint, shall represent the new, proposed not-to-exceed estimates for completion of all Mint required work.

B.7 INCREMENTAL FUNDING

This contract is incrementally funded. The total funds obligated to date under this contract are:

CLINS 0001 through 0009	\$500,000.00
Task 0001	\$ <u>77,976.16</u> NTE
Obligations to date:	\$577,976.16 NTE

B.8 MAXIMUM VALUE OF CONTRACT (Clause #B-007, Jan 1996)

The estimated maximum potential value of the contract for all ordering periods is \$5 million dollars.

[End of Section B]

SECTION C STATEMENT OF WORK/SPECIFICATIONS

C.1 INTRODUCTION/SCOPE OF CONTRACT

C.1.1 The U.S. Mint (the Mint) has a requirement for a Contractor to provide services and support to run the Mint's Data Center and to provide systems support to the Mint's COINS Project. It is expected that during the course of this contract that the services and support in running the Mint's Data Center will diminish as the Mint moves from a mainframe environment to a client/server environment. The Mint is in the process of implementing a new enterprisewide system (PeopleSoft and MAXIMO) throughout the Mint which will be run on a client/server Sun platform. In addition, the Mint is running a system called MACS which is hosted on an HP3000. An integral part of this contract will be for the contractor to provide assistance and services in making a smooth transition to this new environment.

C.1.2 Attachments. The following attachments are provided:

- Mint Organization Chart – All Levels
- Mint Organization Chart – Information Resources Management (IRM)
- Mint Organization Chart – COINS Project Office
- Description of New HQ Facility
- Description of the Mainframe
- Description of the current mainframe operating system
- Description of the current mainframe software systems
- Description of the Mint's Infrastructure including operating systems and software applications
- Description of the COINS Project including infrastructure (e.g., MAXIMO, MACS)
- Computer Room Standard Operating Procedures
- A copy of the Mint's Strategic Plan

C.1.3 This is a time and materials contract for services with firm-fixed-price labor rates for each labor category/skill set. These labor categories/skill sets shall be used to staff all requirements under the Mint contract.

C.1.4 All services and materials shall be reimbursed in accordance with the U.S. Mint Time and Materials contract clause applicable to this contract.

C.1.5 The contractor shall provide all labor and materials as they relate to the services required under this contract. The contractor shall provide experienced

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personnel who can perform effectively in an independent manner and will support the Mint's mission in a highly efficient and professional manner. Service components will be discussed below.

C.1.6 The contractor shall implement a continual improvement program for this contract. This shall encompass both gradual improvement efforts and breakthrough thinking in innovation and reengineering. This statement of work gives a general scope of activities consistent with today's IRM (mainframe and client/server) environment. Nothing in this SOW should be construed as precluding the contractor from suggesting changes in the manner in which information technology (IT) resources are provided so long as comparable support is provided. The contractor shall focus on continual productivity improvement, quality enhancement, and resource reductions which promote excellence, innovation, and efficiencies, both in contractor performance and in the performance of the Mint's IT program.

C.1.7 **Reports.** The following reports are mandatory and deemed critical:

C.1.7.1 Business Management Plan (BMP). By January 15, 1999, the contractor shall prepare an effective and efficient business management plan. This plan shall include the contractor's strategy for staffing each service, for maintaining appropriate staffing levels, and for the overall project management of this contract.

C.1.7.2 Communications Plan. By December 18, 1998, the contractor shall prepare and submit to the Project Manager for approval a complete communications plan. This plan shall include the contractor's recommended strategy for communicating with Mint personnel and contractor personnel. The contractor shall work with the Project Manager to ensure that complete coverage is provided for each service. Communications can be via telephone, pager, beeper or e-mail. The contractor is responsible for providing pagers, beepers, and e-mail connections for contractor personnel. The Project Manager will provide information to the contractor on Mint personnel (e.g., pager/beeper numbers, and e-mail addresses) in order to complete the communication plan.

C.1.7.3 Services Reports. The contractor shall provide to the Project Management on a monthly basis a comprehensive report on all services outlining progress, problems, and any other information deemed necessary. The format for this report shall be recommended by the contractor and subsequently approved by the Project Manager. All reports shall be provided electronically. Paper copies will only be provided at the request of the Project Manager or when electronic generation is more timely or costly.

C.1.7.4 Quality Assurance Plan (QAP). By January 25, 1999, the contractor shall provide a QAP to the Project Manager. The QAP shall describe the

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contractor's standards and procedures for ensuring that all deliverables are accurate, current, complete and of the highest possible quality. The QAP shall have requirements for reporting, auditing, and evaluating progress at all levels to ensure a check and balance is provided. The contractor shall propose and implement, after the approval by the Project Manager, an effective, efficient and responsive QAP that demonstrates the contractor's approach to quality assurance for each service.

C.2 SERVICES UNDER THIS CONTRACT

Listed below are services anticipated under this contract. However, the contractor may be directed to provide any service that falls within this general scope of work. At a minimum, the contractor shall be required to:

- Provide **business management and administration services** as they relate to the mainframe environment and the systems support services for the COINS Project.
- Support and operate the Mint's **Data Center (mainframe)** (Washington, D.C.) on a 24-hour, 7-day per week schedule (24/7), if the current level of support is deemed necessary. This will include **systems programming support and contingency planning and disaster recovery support**. **NOTE: At some point during this contract, the Mint will transition to a Client-Server environment, and this portion of the contract will be terminated.**
- Provide **network engineering and support services** support between the mainframe CPU and file servers and workstations and **network engineering and support services** in the client/server environment (COINS Project).
- Provide **transition** from the Mint's mainframe environment to the Mint's client/server environment as well as **moving services** from the Mint's current Headquarters facility to the new HQ facility.
- Provide **data center (client/server)** support once the mainframe is no longer required.
- Provide **other directed tasks** as requested by the Project Manger related to the mainframe environment and the COINS Project.

C.2.1 BUSINESS MANAGEMENT AND ADMINISTRATION SERVICES

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C.2.1.1 Description/Scope of Work. The contractor shall be responsible for overall management and oversight of contractor personnel, contract performance, Mint-furnished property, reporting requirements, and for tracking and reporting all costs associated with each service. The contractor shall ensure that all invoices are accurate and timely presented to the Mint. The contractor shall be responsible, through key personnel, of alerting the Program Manager or a designated Site Manager of potential problems. The contractor shall continually and routinely identify opportunities to improve services, ensuring the excellence and timeliness of all services and deliverables, and for maintaining adequate staffing levels and skill mix for each service. At the direction of the Mint's Project Manager, the contractor shall participate in the planning, definition, development and implementation of Mint-directed efforts in transitioning from a mainframe environment to a client server environment. The contractor shall also be participating in the Mint's planned move to a new Headquarters facility (see below). **The contractor's innovative approach to this service is viewed as critical.**

C.2.1.2 Key Personnel. The Program Manager has overall responsibility for managing this contract. The contractor shall recommend to the Mint's Project Manager other key personnel to ensure that all service areas are adequately staffed and accomplished to meet contract management requirements. The Program Manager is responsible for recommending qualified contractor personnel, for ensuring that all reports and other deliverables are provided on a timely basis, that invoices are properly prepared and timely submitted, and for the overall quality of this contract.

C.2.2 DATA CENTER OPERATIONS - MAINFRAME

C.2.2.1 Description/Scope of Work. The contractor shall provide personnel on a 24-hour, 7 days per week schedule to operate the Mint's Data Center, if deemed necessary. [NOTE: It is expected that the 24/7 support will be gradually reduced, first to two shifts, then one, and ultimately be phased out completely. A schedule will be provided to the contractor as soon as practicable.] **The contractor's innovative approach to staffing the Data Center 24 hours per day is deemed critical.** This can include the use of part-time employees or staggered schedules. Holidays are included, except as prescribed by the Project Manager. Computer operations shall, at a minimum, include the following:

- Operate the mainframe (IBM 9672-R21) and associated peripheral equipment.
- Run system initialization routines, mount computer tapes, set console control, load line printers with proper forms, set up on-line communications equipment, and perform other technical activities necessary for efficient daily operations.

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- Monitor production jobs closely for which operators have responsibilities (i.e., perform backups).
- Ensure that production jobs re set up correctly and on schedule.
- Perform all required maintenance tasks, e.g., cleaning of printers and tape heads.
- Assist in accurately preparing all required logs and reports.
- Monitor system status continually.
- Monitor network and network servers (i.e., connections server, NDM server, local bridges, 802.2 Gateway).
- Recognize and explain production problem(s) to enable quick diagnosis and solutions.

C.2.2.2 The contractor shall participate in phase-out planning and execute the phase-out. At the appropriate time, the contractor shall be required to assist the Mint in disposing of the mainframe computer and peripheral equipment, either through recognized government avenues or through another means such as selling it on the open market.

C.2.2.3 If deemed necessary, the contractor shall provide a **tape librarian**. The duties of this position may be handled by the computer operators or the contractor may propose a tape librarian position. Tape librarian duties include initializing tapes for operations; maintaining shipment of tapes to and from off-site storage, keeping accurate records of transactions; clean, test, and certify tapes, ensuring that an adequate supply of scratch tapes are on hand for processing; ensure that adequate operating procedures are in place so that computer operators can perform the basic librarian tasks during periods of personnel shortage; perform tape inventory, as required, and document the results, using CA-1; and perform other duties as requested by the CCRO.

C.2.2.4 **Systems programming support** is required to support the current mainframe software applications. Systems programming support is required 24 hours per day, 7 days per week, on an on-call basis. The Mint requires a single point of contact for obtaining systems programming services. A systems programmer shall respond within two hours from a request for services.

C.2.2.5 **Contingency planning and disaster recovery.** At the Project Manager's direction, the contractor shall review the Mint's contingency plan for data center operations in the event of an emergency or crisis situation. The contractor shall continually review and update this plan, as necessary. Any recommended changes to the plan shall be coordinated with the Mint's Project Manager.

C.2.2.6 **Deliverables.** Prepare a monthly report on Computer Room operations. This report shall include all progresses and problems during the reporting period.

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The format of the report shall be at the recommendation of the Contractor's Program Manager and with the Mint's Project Manager approval.

C.2.2.7 Key Personnel. The Chief Computer Room Operator (CCRO) shall be responsible for the overall operation of the mainframe computer, computer room, and associated peripheral equipment located in the Headquarters Data Center. **The work performed by the Chief Computer Room Operator has a significant impact on both the administrative and program objectives of the Department of the Treasury.** The CCRO may be called or paged, when off duty, to assist in solving problems associated with the running of the Data Center. The CCRO shall have supervisory responsibility to manage staff throughout the 7-day work week and providing maximum effective performance in the Mint's Data Center. The CCRO shall be responsible for preparing all reporting requirements associated with this service. The CCRO is expected to play an integral part in the transition process moving from a mainframe environment to client/server environment. The CCRO shall also participate in planning the move to the new Headquarters facility.

C.2.3 DATA CENTER OPERATIONS – CLIENT/SERVER

C.2.3.1 Description/Scope of Work. This work will be definitized and added to the contract at a later date. At the present time, client/server support is being provided under C.2.4, below.

C.2.4 COMPLEX SYSTEMS ENGINEERING AND SUPPORT SERVICES – MAINFRAME/COINS PROJECT

C.2.4.1 Description/Scope of Work. The contractor shall provide all network engineering and management services and maintenance between the mainframe CPU and file servers and workstations. **This service is deemed critical to the mission of the Mint.** Network engineering services shall include design, testing, implementation, and operation of systems performance, fault, configuration, accounting, security, and problem management. Systems/network engineering shall include providing the Mint with a high level of telecommunication support. Systems/network support shall be covered on a 24 hour basis, 7 days a week, on an on-call basis during off duty hours.

The contractor shall provide systems engineering and support services during the transition from a mainframe environment to a client/server environment. The senior systems network specialist shall participate in the planning of this transition and will have the main responsibility to ensure that this transition is handled smoothly and effectively.

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C.2.4.2 Contingency planning and disaster recovery. At the direction of the Mint's Project Manager, the contractor shall design and write the Mint's contingency plan for disaster recovery in the event of an emergency or crisis situation. The contractor shall continually review and update this plan, as necessary. Any recommended changes to the plan shall be coordinated with the Mint's Project Manager.

C.2.4.3 Key personnel. A qualified senior systems/network engineer knowledgeable in running a complex, enterprisewide system is critical to the overall success of this contract. A senior systems/network complex specialist shall take a leading role in researching the Mint's long-range telecommunications plans while concurrently serving as primary advisor to the Mint's Project Manager.

C.2.5 MOVING SERVICES

C.2.5.1 Description/Scope of Work. The contractor shall be responsible for moving the equipment associated with this contract and any other equipment designated by the Mint's Project Manager to the Mint's new Headquarters building (see Section F, clause F-019, Place of Performance). The contractor shall work closely with the Mint's Project Manager in the planning and executing the Mint's move from its present headquarters (two locations) to the new building. Upon request of the Mint's Project Manager, the contractor shall provide a detailed moving plan outlining, at the minimum, a list of equipment to be moved, a coordinated and timed moving schedule, and a list of equipment for disposal before the move. The contractor's Project Manager shall be in charge of coordinating this move. It is expected that the actual move will occur sometime between June 1999 (at the earliest) and December 1999 (at the latest). This is considered a critical service.

C.2.5.2 Key Personnel. The Contractor's Program Manager is expected to take the lead for providing these moving services. The contractor may be requested to provide a separate moving manager to provide dedicated coordination of the move to the Mint's new HQ building. This will be coordinated with the Mint's Project Manager.

C.2.6 Other Directed Tasks As Required

At any time during the course of this contract, the Mint's Project Manager may request a proposal from the contractor for additional services that are related to the mainframe operations and the transition to client/server environment. These services may include, but not be limited to, special reports and analyses, performing independent verification and validation testing, providing training, and other special projects relating to the Mint's IT environment. The contractor shall

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propose a list of labor categories/skill sets that may be required. A task order, in accordance with Section G, shall be issued.

C.3 OTHER KEY CONTRACT REQUIREMENTS

C.3.1 The contractor shall demonstrate that they have the in-house knowledge of the PeopleSoft enterprisewide software running on a SUN microsystem. Or, the contractor shall demonstrate that they can obtain this expertise through subcontracting or by other means (e.g., partnership agreements). Along these lines, the contractor shall demonstrate that they can provide contractor personnel with PeopleSoft expertise. The Mint will not pay for any training related to contractor personnel obtaining PeopleSoft expertise.

C.3.2 The contractor is only one of several contractors working on the Mint's IT programs. Cooperation between contractors is considered vital in order to accomplish the Mint's mission and projects. Should there be a conflict between contracts/contractors, the contractor's Project Manager will resolve any differences with the Mint's Project Manager.

C.3.3 All reports and other deliverables shall be provided to the Mint via electronic media. Paper copies shall be limited to the number of copies specified by the Mint Project Manager. The contractor shall work with the Mint's Project Manager in determining the proper formats for any deliverables.

[END SECTION C]

**SECTION D
PACKAGING AND MARKETING**

RESERVED

[End of Section D]

**SECTION E
INSPECTION AND ACCEPTANCE**

INSPECTION AND ACCEPTANCE - GENERAL (Clause #E-013, Jan 1996)

(a) The U.S. Mint shall have the right to inspect all work being performed under this contract at any time. Such inspections are for the sole benefit of the U.S. Mint and do not relieve the Contractor of any requirement under this contract.

(b) Any work found not to be in compliance with the contract shall be corrected by the Contractor at no additional cost to the U.S. Mint or an appropriate price reduction may be taken.

(c) Acceptance of the work shall be made as soon as practicable after completion of the work and shall be final except for latent defects, fraud, gross mistakes amounting to fraud or the U.S. Mint's rights under warranty.

(d) Failure to agree with any decision by the Contracting Officer under this clause shall not excuse the Contractor from continuing work under this contract pending resolution of the issue. Failure to proceed in this manner will constitute a breach of the contract.

[End of Section E]

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SECTION F DELIVERIES OR PERFORMANCE

CONTRACT TERM (Clause #F-017, Jan 1996)

This contract shall remain in effect from December 1, 1998, through November 30, 1999. There are two option periods of one year each.

PLACE OF PERFORMANCE (Clause #F-019, Jan 1996)

Unless otherwise specified, all work shall be performed at the following three locations:

Headquarters
633 Third Street, N.W.
Washington, D.C. 20220

COINS Office
One Massachusetts Ave., N.W.
Washington, D.C. 20220

New Headquarters Building
H and 9th Streets, N.W.
Washington, D.C.

NOTE: It is anticipated that the beginning of the move to the new Headquarters Building may occur as early as June 1999. However, full occupancy will not be until November 1999.

F.O.B. DESTINATION (Clause #F-024, Jan 1996)

The Contractor shall deliver all supplies to the location designated in this contract free of any expense to the Mint. The location may be either a Mint unloading platform, receiving dock, other location, or within Mint premises, including delivery to specific rooms.

REQUIRED SUBMITTALS (ALTERNATE I - SERVICE) (Clause #F-026, Jan 1996)

The following reports are required:

(a) **Status (Service) Reports.** In accordance with C.1.7.4, the contractor shall submit a status (service) report created or saved and readable in Microsoft Word 97, via electronic mail to both the U. S. Mint Project Manager, the U.S. Mint Deputy Project Manager, and the Contracting Officer. The file shall represent the monthly status report and will either include or summarize all work completed as of that day, whether in working draft or final form. If desired, the U.S. Mint Project Manager or Deputy Project Manager may request submissions of all work completed-to-date on a weekly basis and all timesheets as part of this report.

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(b) The contractor shall submit the following reports from Section C:

--	Business Management Plan	C.1.7.1	January 15, 1999
--	Communication Plan	C.1.7.2	December 18, 1998
--	Quality Assurance Plan	C.1.7.4	January 25, 1999

(c) Security paperwork (Section H) is due at least five working days before a contractor employee begins work.

NONCOMPETITION AGREEMENTS

The contractor agrees not to bind the employees who work under this contract to a noncompetition agreement which will prevent any contractor employee from accepting employment with a competing vendor under a separate Mint contract.

MINT DIRECTED TRAINING

It is expected that the contractor shall provide fully-trained and skilled employees for each labor category. However, it may be in the best interest of the Mint to pay for the contractor's employees to take specialized training courses during the course of this contract. All such training shall be approved by the Mint's Project Manager in advance.

However, the contractor agrees that when the Mint directly pays the training costs of one of its employees, the Mint shall be entitled to a reimbursement of such costs by the contractor under the following circumstances:

- (a) if a contractor employee is removed from the Mint contract for any reason within 90 calendar days of the completion date of any training course, the Mint shall be reimbursed in full for the total costs of that training course; or
- (b) if a contractor employee is removed from the Mint contract for any reason after 90 calendar days but within 180 calendar days of the completion date of any training course, the Mint shall be reimbursed for one half (or 50%) of the total costs of that training course; or
- (c) if a contractor employee is removed from the Mint contract for any reason after 180 calendar days but within one year of the completion date of any training course, the Mint shall be reimbursed for one-quarter (or 25%) of the total costs of that training course.

WORKING HOURS AND HOLIDAYS (VAR)

As directed by the Mint's Project Manager.

[End of Section F]

SECTION G CONTRACT ADMINISTRATION DATA

PAYMENTS (Clause #G-034, Aug 1998)

The contractor shall invoice monthly for work performed under this contract. Payment shall be due not later than 30 calendar days after the later of the date on which the Mint actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by the Mint. Payment will be made at prices stipulated in this contract less any deductions provided for. See Mint General Provision entitled "Payment" for billing instructions.

PROGRESS MEETINGS AND REPORTS (Clause #G-038, Jan 1996) (Alternate)

The U.S. Mint Project Manager or Deputy Project Manager may conduct progress meetings by telephone or face-to-face with the Contractor to ensure that the work is progressing satisfactorily and according to schedule.

TASK ORDERS (Clause #G-037, Jan 1996) (VAR)

(a) As required, specific tasks will be authorized by the Contracting Officer through the issuance of written task orders. Each task order will be separately priced and negotiated using fixed labor hours (as outlined in Section B or as proposed) or as a firm fixed-price task.

(b) Prior to the issuance of a task order, the U.S. Mint will issue a Task Order Proposal Request that may be issued either verbally or in writing by either the Project Manager or the Contracting Officer. The Contractor shall respond by submitting to the Contracting Officer a written proposal within fifteen (15) calendar days of the date of Mint's request. The proposal shall include a brief technical narrative and a cost proposal. Upon receipt of a proposal, negotiations will be conducted, as necessary. If a firm fixed price task is issued, the Contractor shall be obligated to perform the services under each task order for the lump-sum, negotiated, fixed price amount.

(c) Authorization to Proceed - In order to accommodate urgent program requirements, the Contracting Officer may give the Contractor written Notice to Proceed in advance of issuing a task order. In such instances the Contractor shall submit a proposal within fifteen (15) days of the notice date.

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POST-AWARD CONFERENCE (Clause #G-099, Sept 1998)

The Mint intends to hold a post-award conference after contract is awarded. This conference shall be held within one-month from contract award. The purpose is to bring all relevant contract administration personnel together to ensure a clear, mutual understanding of the contract requirements/objectives and personnel roles and responsibilities. Any changes to the contract resulting from a post-award conference must be made by contract modification.

[End of Section G]

SECTION H SECURITY REQUIREMENTS

SECURITY PROCEDURES AND REGULATIONS FOR CONTRACTORS (Clause #H-044, Apr 1998)

Contractor employees, representatives and /or subcontractors may not gain access to U.S. Mint premises until each such person has successfully undergone a security investigation as set forth herein. For the purposes of security procedures and regulations, the same requirements apply to subcontractors as to the prime contractors except that all documents will flow from and to the prime contractors.

(a) **General** - Contractor employees and/or subcontractor personnel, while on Mint premises, shall be subject to and abide by all safety and security regulations of the Mint and shall be required to meet the same personnel security background requirements as Mint employees as defined in Mint Directive 10B-2, Personnel Security Clearance for Mint Employees. A copy of the Mint Directive is available from the Contracting Officer upon request. All Contractor employees must be U.S. citizens. Proof of citizenship may be required. If U.S. citizens are not available for work under this contract, contractor employees having lawfully resided in the U.S. for a minimum of 3 years may be considered.

(b) **Pre-Work Clearance.**

(1) Before any contractor employee may perform work in a Mint facility, the Mint Security Officer must approve a pre-work clearance based on: (1) a favorable response from a person's current and former employers as investigated by the Contractor and certified to the Mint; and, (2) A clear security check to be conducted by the Mint Security Officer based on information provided to the Contracting Officer by the Contractor's designated representative on the form included herein as Attachment H-1, entitled:

"Request for Pre-Appointment Investigation Waiver", MF 5009.

(Information requested on this form includes the name, date of birth, place of birth, social security number and proposed position of the candidate, previous employers and previous security investigation data. The Contractor shall call each employer reference and verify employer address and dates of employment. Employer reference call results as to employee's skills/habits and reason for employee leaving shall also be documented and, to facilitate this, an additional "Reference Check" form is also attached (Attachment H-2)).

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(2) If the security check discloses unfavorable information, the applicant must independently complete a "Questionnaire for Public Trust Positions" form, and be favorably adjudicated prior to assuming a contracted position at the Mint.

(c) Investigative Requirements.

(1) For Contractor personnel and/or subcontractor personnel performing non-sensitive work (e.g. clerical), the Contractor shall comply with the investigative requirements for a pre-work clearance as stated in the preceding paragraph herein. In addition, the contractor shall provide the Contracting Officer the following for each employee:

"Declaration for Federal Employment", OF 306, Attachment H-3. (The OF 306 is required for security reasons and completion thereof in no way implies an employee/employer relationship between the Government, and the contractor or the contractor's employees and/or subcontractors.)

Two original Fingerprint Cards, FD 258, as required by Mint Security staff in accordance with NACI investigation procedures. A sample of the fingerprint card is provided herein as **Attachment H-4.** As actually required, the Contracting Officer will provide a sufficient supply of cards.

"Authority for Release of Information", TD F 67-32.5, Attachment H-5.

Resume, Curriculum Vitae, or "Optional Application for Federal Employment", OF 612, Attachment H-6.

Notarized copy of U.S. Naturalization Forms (Only current, naturalized U.S. citizens born outside the U.S. must provide this.)

(2) All Contractor personnel performing sensitive work (e.g. with access to internal or confidential data or systems, such as computer programmers, personal services contractors, ad agencies, consultants, etc.) shall be subject to a post-work National Agency Check and Inquiry (NACI) investigation.

Within thirty days prior to the date of scheduled admittance of a Contractor employee and/or subcontractor employee to the Mint for the purpose of performing under the contract, the Contractor shall provide the Contracting Officer the following for each employee:

✓ **"Questionnaire for Public Trust Positions", SF-85P, Attachment H-7.**

(3) A Contractor or subcontractor employee who has previously undergone the Mint Security Officer's NACI investigation within the preceding twelve

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months may perform under a contract at the Mint for up to one year without being subject to further investigative requirements provided no record is found as a result of a police check and the Contractor certifies a pre-work vouching of the incumbent's current and former employers. The Contracting Officer will notify the Contractor of those employees whose security clearances require no further action.

(d) Suitability Determination - Contractor personnel must receive a favorable determination by the Mint Security Officer of suitability based on a discretionary evaluation of trustworthiness relevant to the level of exposure to sensitive or restricted information that may be considered to be germane to the position.

(e) Protection of Security Records - The information resulting from security investigations conducted on contractor/subcontractor employees will be adequately safeguarded to protect the interest of the Contractor, the individual employee and the U.S. Mint. This information will not be released to anyone without the approval of the Mint Security Officer. Requests relative to approval shall be directed to the Contracting Officer.

(f) Non-Disclosure of Information - The Contractor shall ensure that contractor/subcontractor employees do not disclose any information obtained during performance of the contract without prior written request and Contracting Officer approval, as this information is considered proprietary to the Mint.

(g) Mint-Issued Identification

(1) During the course of performing the work required under the contract, security measures may include the issuance of a picture identification badge to a contractor employee for the purpose of gaining daily access to Mint premises. Badges shall be visible at all times.

Upon the date of termination of Mint services by a contractor employee possessing a Mint-issued identification badge, the Contractor shall ensure that the Mint badge is surrendered to the Mint Project Manager. The Mint will retain 10% of monies due under the contract for each individual contractor employee badge that is not surrendered to the Mint Project Manager.

(2) The Mint Security Officer may, as he deems appropriate, authorize, deny and/or terminate temporary clearances to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the Mint.

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(3) Furthermore, a security clearance granted by the Mint to a contractor employee is intended to be effective for the duration of the employee's performance at the Mint and is not necessarily transferable to other Government agencies or to private corporations.

SECURITY INGRESS/EGRESS (Clause #H-045, Sept 1997)

At Mint manufacturing/depository facilities:

(a) When access to the building is required, ingress and egress for working personnel should not exceed 10 minutes per day. Contractor employees cannot take coins into or out of the building. Before exiting the building, Contractor employees will be required to surrender personal items such as cigarette packages, belt buckles, shoes, metallic objects, etc. for x-ray inspection. All personnel are required to pass a metal detection inspection upon leaving the building.

(b) All Contractor personnel shall be under the observation of U.S. Mint personnel at all times while at the Mint. Any worker being added to the Contractor's work force who will need access to Mint property must be processed through and receive a clearance from the Security Office before working on U.S. Mint property. Contractor personnel will not be authorized to escort any visitors.

(c) It shall be the Contractor's responsibility, through the Project Manager, to obtain access to buildings and arrange for the building to be opened and closed.

PASSES AND BADGES (Clause #H-046, Aug 1997)

While on Mint premises, each Contractor employee shall wear a Contractor furnished identification badge. The badge shall be visible at all times and reflect, as a minimum, the person's name and company name.

[End of Section H]

SECTION I CONTRACT CLAUSES AND GENERAL PROVISIONS

NOTE: Also see U.S. Mint General Provisions, Attachment GP-1, for additional applicable terms in full force and effect under this contract.

YEAR 2000 WARRANTY -- COMMERCIAL SUPPLY ITEMS (Clause #I-048, Nov 1997)

The Contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 WARRANTY -- NON-COMMERCIAL SUPPLY ITEMS (Clause #I-049, Nov 1997)

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of

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any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

INSURANCE (Clause #I-051, Mar 1996)

The Contractor shall, at no additional cost to the Mint, provide and maintain insurance in the types and amounts as may be required by the State in which the work will be performed.

KEY PERSONNEL (Clause #I-057, Mar 1996) (Alternate)

The Contractor shall notify both the U.S. Mint Project Manager and Contracting Officer at least seven (7) calendar days prior to making any changes in key personnel. Key personnel are defined as follows:

- Project Manager (PM)
- Chief Computer Room Operator (CCRO)
- Senior Systems Programmer(SSP)
- Senior Systems Complex Network EngineerSpecialist (SSCNS)

The Contractor must demonstrate that the qualifications of prospective substitute personnel are at least equal to those of the personnel being replaced. The Mint reserves the right to disapprove the proposed substitutes.

The contractor shall ensure that all work is adequately covered during any period of time while the contractor is obtaining a replacement employee.

COMPENSATED OVERTIME (Clause #I-096, Aug 1998)

This contract may include either combined standard and overtime rates or separate rates. The Contractor shall ensure that the hourly labor rates included within this contract represent complete compensation rates as required by all applicable labor laws. All contract labor rates shall be in full compliance with 27 U.S.C. § 201 et. seq. (the Fair Labor Standards Act).

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PAPERWORK REDUCTION ACT REQUIREMENTS (Clause #I-068, Nov 1997)

The Paperwork Reduction Act of 1995 (Pub. L. 104-13) imposes a requirement on federal agencies to obtain approval from the Office of Management and Budget (OMB) before collecting information from ten or more members of the public. Accordingly, it shall be the responsibility of the contractor to assist the Mint in obtaining OMB clearance by preparing the necessary documentation in support of the proposed customer survey. A copy of the Paperwork Reduction Act can be obtained from the Contracting Officer.

SMOKING AND OTHER MINT-SPECIFIC POLICIES (Clause #I-086, Feb 1998)

Contractor employees shall abide by the same rules of behavior as Mint employees while on Mint premises. This includes, but is not limited to, compliance with: smoking policies; general housekeeping requirements (keeping worksite areas clean); safety requirements (use of barricades, warning tape, etc. to warn employees of potential overhead dangers and use of welding screens to prevent employees from looking at welding arcs); and waste disposal requirements. Prior to any work being performed on-site, a post-award meeting or conference call as determined by the Contracting Officer, shall be held with the contractor to discuss these and other policies.

TERMINATION OF CONTRACT EMPLOYEES (Clause #I-091, July 1998)

The Mint reserves the right to terminate the services of a contract employee at any time, and without advance notice, when it determines the contract employee does not meet the requirements of the Mint or possess the necessary skills to perform the required tasks. This may include, but not be limited to instances where the contract employee becomes ill, exhibits insubordinate or other types of inappropriate behavior, abandons the job or otherwise fails to work in a timely and professional manner as determined by the Mint. At the Mint's option, the Contractor may either be required to provide a replacement contract employee or a portion or all of the contract may be terminated. In no event will the Mint incur any financial obligation as a result of such termination in excess of the contract price for services rendered up to the date of termination. The contractor shall ensure that all work is adequately covered until a replacement employee is located.

EXCUSABLE DELAYS (Clause #I-095, Sept 1998)

The Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of god or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine

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restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather which could not reasonably be anticipated by the Contractor and that is abnormal to the area in which the work is being performed. In each instance, the failure to perform must be beyond the control and without fault or negligence of the Contractor. Default includes failure to make progress in the work so as to endanger performance.

WELFARE-TO-WORK PROGRAM (Clause #I-097, Aug 1998)

In support of the President's welfare reform bill signed on August 22, 1996, the contractor and subcontractor(s) are encouraged to provide jobs to welfare recipients whenever possible.

INTERRELATIONSHIPS OF CONTRACTORS (Clause #I-098, Sept 1998)

The Mint may enter into other information technology-related contracts separate from the work to be performed under this contract, yet having links and interfaces to this contract. The Contractor may be required to coordinate with other such contractor(s) through the cognizant CO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort. Information on deliverables provided under related contracts may, at the discretion of the Mint, be provided to various contractor(s) for coordination purposes.

[End of Section I]

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SECTION J LIST OF ATTACHMENTS

Attachment B-1	Pricing Tables
Attachments C	As listed in Section C, C.1.2
Attachment GP-1	U.S. Mint General Provisions
Attachment GP-2	Contractor's Release
Attachment GP-3	ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881)
Attachment G-1	Contractor Travel Voucher Form
Attachment H-1	Request for Pre-Appointment Investigation Waiver (MF 5009)
Attachment H-2	Reference Check Form
Attachment H-3	Declaration for Federal Employment (OF 306)
Attachment H-4	Fingerprint Card (FD 258)
Attachment H-5	Authority for Release of Information (TD F 67-32.5)
Attachment H-6	Optional Application for Federal Employment (OF 612)
Attachment H-7	Questionnaire for Public Trust Positions (SF 85P)

[End of Section J]

ATTACHMENT B-1

PRICING TABLES

The following table(s) represent the current level of staffing. A formal bi-lateral modification to the contract shall be effected to make any changes, additions, or deletions. The labor categories and prices may be reviewed and modified, as applicable, during the base year of the contract by mutual agreement of the parties. The number of hours is an estimate based on projected need.

B.1 Base Period - December 1, 1998, through November 30, 1999

<i>CLIN</i>	<i>Job Title</i>	<i>Person</i>	<i>FFP Hourly Rate</i>	<i>Est. No. Of Hours*</i>	<i>Not-To-Exceed*</i>
0001	Program Manager	(Key)		2080	
0002	Sr. Systems Network Complex Engineer	(Key) (or equal)		1904	
0003	Chief Computer Room Op.	(Key)		1904	
0004	Sr. Systems Programmer	(Key)		1904	
0005	Shift Supervisor	(or equal)		1904	
0005	Shift Supervisor			1904	
0006	Sr. Data Center Op.	(or equal)		1904	
0006	Sr. Data Center Op.	(or equal)		1904	
0006	Sr. Data Center Op.	(or equal)		1904	
0006	Sr. Data Center Op.	(or equal)		1904	
0006	Sr. Data Center Op.	(or equal)		1904	
0006	Sr. Data Center Op.	(or equal)		1904	
0007	Sr. Data Center Op. (OT)	(or equal)		952	
0007	Sr. Data Center Op. (OT)	(or equal)		952	
0007	Sr. Data Center Op. (OT)	(or equal)		952	
0007	Sr. Data Center Op. (OT)	(or equal)		952	
0007	Sr. Data Center Op. (OT)	(or equal)		952	
0007	Sr. Data Center Op. (OT)	(or equal)		952	
0008	Data Center Operator	(or equal)		1904	
0008	Data Center Operator	(or equal)		1904	
0008	Data Center Operator	(or equal)		1904	
0008	Data Center Operator	(San Fran.)	TBD	1904	TBD
0009	Data Center Operator (OT)	(or equal)		952	
0009	Data Center Operator (OT)	(or equal)		952	
0009	Data Center Operator (OT)	(or equal)		952	
0009	Data Center Operator (OT)	(San Fran.)	TBD	952	TBD
	ESTIMATED TOTAL				\$2,032,392.72

*Does not include approved overtime.

Materials. None. The Mint reserves the right to add materials line items within a future contract modification.

ATTACHMENT B-1

B.2 TASK ORDER NO. 1 TECHNICAL WRITERS FOR COINS OFFICE

<i>CLIN</i>	<i>Job Title</i>	<i>Person</i>	<i>FFP Hourly Rate</i>	<i>Est. No. of Hours*</i>	<i>Not-To- Exceed*</i>
0001	Technical Writer			1386	
0002	Technical Writer			1386	
	Estimated Total				

*Does not include approved overtime.

Materials. None. Materials are not authorized under this task order.

U.S. MINT GENERAL PROVISIONS

NOTICE REGARDING GENERAL WAIVER OF PROCUREMENT LAWS AND REGULATIONS

This procurement action is being undertaken by the authority of the United States Mint Reauthorization Act, Section 522 of Public Law 104-52, which provides, in part, that no provision of law governing procurement or public contracts applies to the procurement of goods or services necessary for carrying out Mint programs and operations.

1. CHANGES (*OCT 1998*)

The Contracting Officer may at any time, by written order, make unilateral changes to the contract including orders to stop work. The Contractor may request an equitable adjustment if such change impacts on the cost or period of performance and if such request is made within 30 days from date of receipt of the written order.

2. CONTRACT ADMINISTRATION CONTACT (*MAR 1998*)

The person listed below has been designated by the Contractor as the person whom the Mint may contact during the period of the contract for prompt action on matters pertaining to administration of the contract including negotiation of any proposed changes. This person shall also be responsible for distributing Smoking and other site-specific policies to all contractor employees working at a Mint facility and shall serve as the point of contact regarding non-compliance with Mint policies.

Name:
Title: Contracting Officer
Address: SOZA and Company, Ltd.
8550 Arlington Blvd.
Fairfax, VA 22031

Tel. No.:
Fax No.:
E-Mail Address:

3. CONTRACT CLOSEOUT (*FEB 1997*)

It is the Mint's intention to close out contracts as soon as possible after completion of all deliverables and expiration of any warranty period. Accordingly, upon completion of the contract, the contractor shall sign a release (Mint Form 7510/7511) discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract. Failure to provide, or take exception to, the release within 30 calendar days of final payment shall constitute contractor's release of and from all liabilities, obligations, and claims arising out of or under this contract.

4. CORRESPONDENCE PROCEDURES (JAN 1996)

- a) Technical correspondence shall be sent to the Project Manager, with an information copy furnished to the Contracting Officer.
- b) All other correspondence shall be sent to the Contracting Officer, with an information copy to the Project Manager. The Mint contract number, task or delivery order number and/or modification number shall be included on all correspondence, information, forms, reports, invoices, etc., relating to this contract.

5. DISPUTES (FEB 1997)

Failure to agree on any issue under the contract shall constitute a Dispute to be resolved under this clause. If the parties cannot reach an agreement after diligently pursuing a solution through negotiations, the Contractor shall submit a written claim to the Contracting Officer stating the relief sought and requesting a written decision. The Contracting Officer shall make a decision in writing within 90 days of the filing of the claim or notify the Contractor of the date by which the decision will be made. The decision of the Contracting Officer shall be binding unless the Contractor submits an appeal to the Associate Director for Policy and Management/CFO within thirty days of receipt of the Contracting Officer's decision. The decision of the Associate Director for Policy and Management/CFO shall be final and binding on the parties. The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract, and comply with any decision of the Contracting Officer.

6. ENTIRE AGREEMENT (APR 1996)

This represents the entire agreement between the parties. Any previous understandings, proposals, representations, etc., whether oral or written, are superseded in their entirety by this contract.

7. GOVERNING LAW (NOV 1996)

This Agreement shall be governed by and construed in accordance with applicable federal law.

8. INDEMNITY (SEPT 1997)

Contractor shall indemnify the U.S. Government, the U.S. Mint and its officers, employees and contractors from and against any and all liabilities, injuries, damages, settlements, royalties, penalties and fines and other losses of every kind incurred in connection with any claims, assertions, threatened or filed actions, suits, investigations or proceedings concerning or resulting from any alleged or actual violation(s) of: a) any breach or alleged breach of any warranty, representation or obligation in this contract or any delivery order; b) any alleged or actual infringement of any copyright, trademark, patent or any other established intellectual property right; c) any alleged or actual violation of any federal, or state law, rule, or regulation or order; and d) any alleged or actual death of or injury to any person, damage to any property or any

other damage or loss claimed to be caused in whole or part from the contractor's negligence or any actual or alleged defect in the goods and/or services provided under this contract.

9. MINT APPROVAL (*NOV 1996*)

For the purposes of this Agreement, any requirement for approval of the Mint shall be read to require written approval by the authorized Contracting Officer.

10. PAYMENT (*FEB 1998*)

- a) Payment Due Date. The due date for making payments shall be 30 calendar days after the later of: 1) Date designated paying office has received a proper invoice (see para. c. Invoice Content) or 2) Date Mint has accepted goods or services. If delivered goods or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of corrected goods or services. Payment shall be considered as being made on the date of an electronic funds transfer.
- b) Billing Instructions. The contractor shall submit an original invoice and one copy to the following paying office:

U.S. Mint – Office of Accounting (Corporate)
633 Third Street, N.W., 6th Floor
Washington, D.C. 20220

Additionally, the contractor shall send one copy of the invoice directly to both the Contracting Officer and the Project Manager.

- c) Invoice Content. A proper invoice shall include the following: Name and address of the contractor; taxpayer identification number (TIN); invoice date; contract number of other authorization (including delivery/task order number and contract line item number); description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed; shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms); name of payee, telephone number and address where payment is to be sent; name, telephone number and address of person to be notified in the event of a defective invoice; and any other documentation required by the contract.
- d) Payment Method. All payments will be made by electronic funds transfer. The ACH Vendor/Miscellaneous Payment Enrollment Form, SF 3881, included as an attachment, shall be completed and returned to the Contracting Officer prior to any payments being made by the Mint.
- e) Interest. Any and all amounts that become payable to either of the parties to this contract shall be subject to interest at the rate determined by the U.S. Treasury under the procedures of the Prompt Payment Act (31 U.S.C. 3901-6) or the Debt Collection Act (31 U.S.C. 3717).

11. PERMITS (AUG 1998)

The Contractor shall, without additional cost to the Mint, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of work by the Contractor or any subcontractor under the contract including all applicable safety and health regulations.

12. PROJECT MANAGER (FEB 1997)

The Project Manager is responsible for acceptance and overall technical surveillance of the work under this contract and should be contacted regarding questions or problems of a technical nature. Technical direction must be within the general scope of the specifications as set forth in this contract. The Project Manager does not have authority to change the scope, terms, conditions, or price of the contract. The Project Manager for this contract is:

Mr. Ernest Jones, Jr.
Chief, Data Centers/Telecommunications
Office of Information Resources Management
One Massachusetts Ave., N.W.
Washington, D.C. 20220

Phone: (202) 216-4141
Cell Phone: (202) 255-7267
Pager: 1-888-670-8482
Fax: [To be added]
E-Mail: eriones@usmint.treas.gov

13. PUBLICITY (MAR 1996)

Publicity and news releases in connection with this contract shall not be made by the Contractor unless prior written approval has been obtained from the Contracting Officer.

14. REMEDIES NOT EXCLUSIVE (FEB 1997)

The rights and remedies of the parties provided in the Agreement are cumulative and not exclusive and are in addition to any other rights and remedies provided by law.

15. RIGHTS IN DATA (FEB 1997)

a) All materials, data, software and creative work ("Work Product") created, generated or commissioned directly under this contract shall become the property of the United States Mint. Contractor hereby assigns all its rights, title and interest to the U.S. Mint in any and all Work Product produced or created under this contract and all drafts thereof, including all worldwide copyright ownership rights in such Work Product. Contractor certifies and warrants that any Work Product created or produced under this contract will be an original work and not a reproduction of any copyrighted or trademarked work.

b) Contractor agrees to insert this clause in any contract with any sub-Contractor performing work under this contract. If the sub-Contractor refuses to accept this clause, the Contractor shall promptly notify the Contracting Officer and shall not proceed with sub-contract award. Failure to comply with the requirements of this clause shall be a material breach of the contract.

c) Notwithstanding any provisions to the contrary contained in any standard commercial license or lease agreement pertaining to any copyrighted commercially available computer software delivered under this contract, the parties agree that the provisions of this contract shall control.

16. SEVERABILITY (NOV 1996)

If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

17. STANDARD OF PERFORMANCE (NOV 1996)

Contractor agrees to at all times act in good faith and in the best interests of the U.S. Mint and agrees to use its best efforts in performing its duties under this Contract.

18. SURVIVAL (NOV 1996)

The covenants contained in this Agreement which, by their terms, require their performance after the Expiration or Termination of this Agreement shall be enforceable notwithstanding the Expiration or other Termination of this Agreement.

19. TERMINATION (AUG 1998)

The Mint may terminate the contract, in whole or in part, when 1) it is in the best interest of the Mint, 2) if the contractor fails to perform, 3) fails to make timely delivery of any deliverable, 4) fails to meet inspection standards, or 5) fails to make adequate progress so as to endanger performance of the contract. If this contract is terminated, the Mint shall be liable only for the contract price for completed supplies/services delivered and accepted unless the contract is terminated in the best interest of the Mint. If the contract is terminated in the best interest of the Mint, the Mint shall be liable for the contract price for completed supplies/services delivered and accepted and for the reasonable costs incurred by the Contractor in good faith resulting from the termination. Such costs shall not include any lost profit, special or consequential damages and shall be limited to the contract price less any amounts previously paid by the Mint under the contract. If termination is due to Contractor failure, the Mint may assess damages including reasonable re-procurement costs against the Contractor.

20. TIME IS OF THE ESSENCE (NOV 1996)

Time is of the essence in Contractor's performance of its duties under this contract. A Contractor's failure to meet applicable deadlines, unless it has obtained a written extension of time from the Mint, shall constitute a material breach of this contract.

21. WAIVER (NOV 1996)

Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

22. WARRANTIES AND REPRESENTATIONS (JUN 1998)

- a) In addition to any standard commercial warranty provided by the Contractor, Contractor warrants that the goods and/or services comply with all requirements of this contract and are free from defects in workmanship for a period of three years after acceptance. Latent defects shall be corrected by the Contractor, notwithstanding the period of the warranty. Failure of the Contractor to correct latent defects shall entitle the Mint to correct the latent defect or replace the equipment or supplies and charge the Contractor accordingly.
- b) Contractor warrants and represents that all information provided by the Contractor to the Mint is and will be true and correct. Contractor further warrants and represents the goods and/or services delivered do not infringe upon any copyright, trademark or patent right found in Federal or state law and that all goods and/or services delivered or provided under this contract were manufactured or provided in compliance with United States law and regulations and any applicable local law. Contractor acknowledges that in entering into this agreement, the Mint has specifically relied upon the warranties and representations contained herein. All warranties and representations of Contractor, both express and implied, shall constitute conditions of sale and shall survive inspection, testing, acceptance, payment and use.
- c) For goods delivered under this contract, Contractor warrants clear title to all goods and, upon delivery, acceptance and payment by the Mint, title shall pass to the Mint free and clear of all liens, claims, debts and rights of any third party. Contractor warrants and represents the goods are new, genuine and are not falsely labeled.
- d) The Mint shall give the Contractor notice of any defects or breach of any warranty or representation. At the Mint's option the Mint may 1) have the Contractor correct any defects in the goods and/or services at no cost 2) correct or replace the defective goods or services with similar goods and/or services and charge the Contractor the cost of repair or replacement or 3) make an equitable adjustment to the contract price. Any goods or services corrected by the Contractor shall be subject to this clause to the same extent as goods/services initially provided or performed. In addition, the contractor will be liable for any and all other foreseeable consequential damages, including but not limited to, damages for injuries caused by defective goods or services.