

UNITED STATES MINT CONTRACT

CONTRACT NUMBER:

TM-K-196

ISSUED BY:

Department of the Treasury

United States Mint 801 Ninth Street, NW

Washington, DC 20220-0001

CONTRACTOR NAME:

Getronics

ADDRESS:

7900 Westpark Drive, MS 907

McLean, Virginia 22102

POINT OF CONTACT:

PERIOD OF

PERFORMANCE:

Date of Award through September 30, 2002

(with four, one year option periods)

ESTIMATED VALUE:

\$ 65,000,000

CONTRACT TYPE:

Task Order Contract with Performance Based

Service Task Orders

DESCRIPTION:

Contractor will provide Information Technology Support Services to the U.S. Mint.

The Contractor agrees to furnish and deliver all items and perform all services as 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 and conditions included herein and has read the Notice Regarding the General Waiver of Procurement Laws and Regulations (GP-1).

Offer

Acceptance

J SIGNATURE

Typed Name: Joseph Giuliani

Title: DIRECTOR CONTRACTS

Date: 8/20/01

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FOR THE UNITED STATES MINT

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SECTION B PRICES

B.1 PRICE PROTECTION (VAR)

Contractor warrants and guarantees that during the first six months of contract performance that the seat prices contained in this contract and all task orders issued under this contract are the lowest available seat prices offered to its Federal Government customers for the services specified. If, during the six-month period before or after the issuance of this contract, the Contractor sells or offers to sell comparable quantities of services substantially similar to those purchased under task orders issued under this contract and at lower seat prices or more favorable terms than those stated in any task order, the seat prices and terms of the task order shall be automatically revised to equal the lowest seat prices and most favorable terms. If the Mint becomes entitled to lower seat prices for any services under this clause, the Contractor shall promptly adjust the applicable seat prices and refund the difference. If the Contractor does not promptly refund the difference, the Mint shall have the right to deduct or withhold payment under this contract or any other contract with the Contractor in effect at the time for the amount of difference.

B.2 FUNDING (Clause #B-005, Jan 1996)

No funds are obligated by issuance of the contract. Funds will be obligated under individual task orders.

B.3 MAXIMUM VALUE OF CONTRACT (Clause #B-007, Jan 1996)

The estimated maximum potential value of the contract is \$65,000,000.

B.4 TASK ORDER PRICING (VAR)

The Mint may issue Time and Material ("T&M") based or fixed-price task orders under this contract. All task order requirements shall be submitted to the Contractor for a proposal and the pricing shall be negotiated. The Contractor must submit a price proposal for all proposed task orders. If needed, each price proposal will also include a separate line item to cover the cost of materials and non-local travel costs.

The Contractor must obtain written authorization from the COTR prior to purchasing any materials that are included as a line item on any task order issued under this contract. All travel is subject to the Mint travel clause and the Federal Travel Regulations. All prices are subject to further negotiation. Firm-Fixed-Price task orders shall be inclusive of all costs unless otherwise noted on the task order.

B.4.2 Labor Categories and Firm-Fixed-Price Hourly Labor Rates (for T&M Based Task Orders Only):

See Attachment B-4 Labor Categories and Firm-Fixed Price Hourly Rates

B.4.2.1 ADDITIONAL LABOR CATEGORIES

The labor categories and hourly rates contained in Attachment B-4 are not intended to be exclusive. Additional labor categories with negotiated rates may be used for any task order issued under this contract without the need to modify this contract.

B.5 TIME AND MATERIALS CONTRACT (This clause applies to all T&M based task orders.)

Labor Pricing. This is a time and materials contract with firm fixed-price hourly labor rates. All firm fixed-price hourly labor rates shall include all direct labor costs, indirect and overhead costs (and virtually all employee benefits), and fees or profit. 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 or skill set. The Mint, as described in detail herein, shall be invoiced monthly for only actual hours expended on Mint work. The Contractor shall never exceed the not-toexceed dollar amounts established under this contract. Further, the Contractor shall notify the Contracting Officer when the costs the Contractor expects to incur under this contract, when added to all costs previously incurred, will exceed 75% of the estimated cost specified in the contract.

Billable Hours. All work shall be performed as directed by the Statement of Work and/or the Mint COTR. 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, lunch periods or other breaks, 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 labor hours or labor rates not included as part of this contract or a task order. 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. The Mint shall have the right to examine and audit the Contractor's records to verify costs claimed in accordance with Mint clause "Audit and Records".

Materials. The Contractor shall not purchase materials under this contract without the written authorization of the Contracting Officer (or the COTR when included as a line item(s) within a task order). 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.6 PERFORMANCE BASED SERVICES

This contract and task orders issued hereunder may include provisions for incentives and disincentives based upon the Contractor's performance of work as described in the Statements of Work. All performance based measurement criteria shall be included within each Task Order. The results of such performance measurements conducted by the Mint, shall be formally transmitted, in writing, to the Contractor by the Mint Contracting Officer. The Contractor agrees that all performance based measurement results are final and are not subject to the dispute provisions of this contract.

SECTION C

STATEMENT OF WORK

1. INTRODUCTION

This document is a Statement of Work specifying the intent of the United States Mint (the Mint) to outsource distributed computing services, network services, and data center services through the issuance of task orders.

2. BACKGROUND

Since Congress created the United States Mint in 1792, the Mint has grown to a Fortune 500-sized manufacturing and international marketing enterprise with more than \$3.7 billion in annual revenues and 2,800 employees. It is the world's largest manufacturer of coins, medals and coin-based consumer products.

The primary mission of the Mint is to produce an adequate volume of circulating coinage for the Nation to conduct its trade and commerce. With the introduction of the 50 States Commemorative Quarters and the Golden Dollar, the Mint is now experiencing annual production in excess of 27 billion coins. The other major responsibilities of the Mint include:

- Distributing U.S. coins to the Federal Reserve banks and branches
- Maintaining physical custody and protection of the Nation's \$100 billion of U.S. gold and silver assets
- Producing proof and uncirculated coins, commemorative coins and medals for sale to the general public
- Manufacturing and selling platinum, gold and silver bullion coins
- Oversight of production facilities in Denver, Philadelphia, San Francisco and West Point, New York, and the U.S. Bullion Depository at Ft. Knox, Kentucky
- Receiving, redeeming and processing mutilated coins.

In support of this mission, the Mint Office of Information Technology (OIT) contracts for IT infrastructure services to enable the organization to meet its mission objectives. At present, OIT IT support is provided through its IT professional staff who direct the efforts of various contractors.

3. CONTRACT AND INFORMATION TECHNOLOGY GOALS AND OBJECTIVES

3.1 Contract Objectives

The Mint seeks to achieve the following objectives through issuance of task orders for technical services which may include but not be limited to the distributed computing environment, telecommunications, networking, and data center support.

- Continue to provide and improve upon high-quality service levels to the end customers
- Continue to provide and improve upon IT systems quality, availability, security and integration
- Minimize operating costs
- Institute expanded, more-systematic use of service-level agreements and performance measurements
- Migrate to a fixed, unit-price performance (Service Level Approach "SLA")based contract
- Enable existing IT staff to focus on higher "value-added" IT management, technology and program support functions
- Assure a "risk-free" transition with minimum disruption to Mint activities and no disruption to business activities
- Further strengthen and standardize IT management within the Agency.

The overall objective of this Contract is to define, for response by a contractor, requirements necessary to establish and sustain effective and efficient managed life-cycle support of the Mint's Office of Information Technology (OIT) services. The Mint wishes to implement an IT infrastructure that is consistent with industry best practices and expects the contractor to provide a comprehensive, best-value solution for contracted services.

The Mint directly purchases and retains title to the hardware and software needs of the Mint end users.

3.2 Information Technology Goals and Objectives.

The goal of information technology at the Mint is to pursue new ways of applying computing and communications technologies to the practical problems of information management. The OIT and Office of the Chief Information Officer (OCIO) seek to reduce the cost and improve the quality of government services, reduce technology risks, and share the results of projects throughout the Federal sector. These offices have the following objectives:

Support innovations that improve productivity and enhance public services

- Examine how technology can help reduce government spending and reduce the cost of doing business
- Encourage standards to support effective sharing of information within government, business and the public.

The OIT and OCIO address information technology issues of strategic concern, such as: capital planning, computing systems architecture, software technology, common interoperable services, mobile computing and networking, and security and survivability technologies.

4. GENERAL SERVICE ENVIRONMENT

Distributed Computing, as provided to the desktop/end user, is defined as the local information technology (IT) hardware and software resources that connect to the computer system or local-area network that supports individual and collective use in the business environment. Distributed Computing hardware resources includes networked and non-networked (standalone or isolated networked machines) personal computer (PC) systems (e.g., desktop, tower, workstation and laptop computers), Personal Digital—Assistant (PDA) devices (palm-sized, handheld devices), servers (e.g., file, print, application, mail, etc.), peripheral devices (e.g., printers, scanners, plotters, facsimile servers, compact disc [CD] jukeboxes), media libraries. Distributed Computing software includes but is not limited to operating systems, office automation applications, software suites, and utilities that provide functionality to the above-mentioned hardware resources. Service desk is included in the distributed computing environment as are the associated systems for enterprise management. The Distributed Computing environment encompasses the entire device to include the network interface card (NIC) or adapter, but does not include the local area network infrastructure.

Data Center Services are defined as enterprise servers such as HP, Unix, S390 and NT service and support. This includes the operation, maintenance and monitoring of the application servers and peripherals.

Network Services is defined as the provision of, and the ongoing support of, multiplatform, multi-protocol electronic data and voice communications networks, to include communications devices (modems, routers, switches, hubs, PBXs, telephone sets, etc.) and circuits/network facilities. Attachment M-5 provides US Mint Technical Architecture diagram.

Attachment M-6 provides standard server software configurations. Attachment M-7 provides an inventory of servers currently supported by US Mint OIT.

Table 1 below presents the services and assets that are included in the environment and are part of this Contract. As such, the Mint may issue task orders within any of these areas.

Table 1. OIT Environment

Table 1. OIT Environment	
Category	Environment
Distributed SOW—Desktop Services	Distributed Hardware Services:
	 Networked and non-networked personal computer (PC) systems
	Laptop computers
	Peripheral devices
	Distributed Software Services:
	Desktop Operating System
	Office Automation Applications
	Other Software Suites and Utilities
	Remote-Access Client
Title A COM Medianin	File and Print Services
Distributed SOW Workgroup Computing Services	Electronic Mail
Company Services	Document Management
	Networked Peripherals
The Park	Ticket tracking and dispatch
Distributed SOW—Help Desk Services	Support service for:
Services	- Tier I Help Desk
	- Tier II Help Desk
	- Moves, adds, changes
The state of the State of Services	Operations and administration
Distributed SOW—Support Services	The state of the state and involve entation
	Training Asset, Configuration and Change Management
	Disaster Recovery
Network SOW-Data and Voice	Data Communications
Communications Services	Voice communications
	• Hubs
	Switches
	Wiring and cabling
	Remote Access Servers
	Automatic Call Distribution system
	Disaster Recovery
Network SOW—Power Management	Electrical planning
	Uninterruptible Power Supplies

Category	Environment
Data Center SOW	 Input/output services Housekeeping services Support services Operations and administration Security Disaster recovery Technical support Training Asset Management Configuration and Change Management Documentation

The distributed computing environment at the Mint is currently supported by a combination of technically skilled Mint and contract employees. Mint administrators provide much of this support in the regional offices while some regional offices are augmented with contractor assistance. At some facilities (e.g., at Headquarters), both Mint administrators and contractors provide the support necessary to maintain a superior distributed computing environment.

4.1.1 General Responsibilities

The following are general responsibilities that the service Contractor(s) may perform:

- Providing the services, covering the service environment described in the Task
 Orders, at the prescribed service levels. The service Contractor is responsible for
 performing the roles and responsibilities defined in the Task Orders.
- Complying with Mint policies, regulations and standards applicable to the Mint for information, information systems, personnel, physical and technical security.
- Conforming to changes in laws, regulations and policies. Major changes shall be proposed on a project-by-project effort basis to alter the environment to conform to the new requirements.
- Reporting performance against service-level requirements.
- Coordinating all changes to the Information Technology Infrastructure that may affect the service levels of any other service area.
- Adding objectivity to the charge-back process and providing more transparency (clarity in the attribution of value for services and location of costs) to the IT bills paid by regional offices.

4.2 Contract Oversight Process

This Contract will be managed through the Contract Oversight Process. Staffing, level of effort, and cost for supporting this process should be identified with the contractor's proposal for each Task Order.

The following Contract Oversight Process will be implemented:

- By the fifth working day of each month, the contractor shall prepare a Contract Status Report. This report must specify per task order:
 - (a) Past Performance
 - (b) Key accomplishments and problems encountered
 - (c) Service-level performance-plan vs. actual
 - (d) Staffing and expenditures—plan vs. actual
 - (e) Reported for current month and FY-to-date
 - (f) Key issues requiring Mint management attention
 - (g) Productivity recommendations
 - (h) Proposed Bonus Score—roll-up of individual Task Order scores (at quarterend).
- The Contract Status Report shall summarize all Task Order activities, highlighting those of greatest importance to Mint management. Copies of the monthly status reports for all active Task Orders shall be attached to the Contract Status Report.
- By the fifth working day of each month, the contractor shall prepare, a Proposed Work Plan. This plan will:
 - Identify proposed and approved work assignments, staffing, deliverable schedule, and any outstanding requirements or issues that need to be addressed and designated by Task Order
 - Provide detail plans for the current month, and higher-level plans for the next six months
 - (k) Summarize all Task Order plans highlighting those of greatest importance to Mint management.
- Copies of the monthly plans for all active Task Orders shall be attached to the Contract Work Plan.
- By the tenth working day of each month, contractor shall orally present Contract Status Report and Proposed Work Plan to the Mint COTR and senior staff for review and approval.

5. TASK ORDERS

5.1 Task Orders - Scope of Work

All work under this contract will be authorized by written task orders issued by the Mint's Contracting Officer. Each individual task order will contain a Statement of Work, on which, the pricing shall be based.

The Mint may issue Task Orders to enhance the existing environment of the complete Mint or to provide integration services as Mint needs may dictate. However, there is no guaranteed minimum dollar value associated with this Contract.

5.2 Task Order Technical and Cost Proposal Directions

For each Task Order to be issued under this Contract, the contractor must submit a technical and cost proposal for evaluation. Partial proposals will not be evaluated. Instructions for submitting the technical and cost proposals for the Task Orders are described below.

Individual technical proposal <u>must not exceed 50 pages in total</u>, side margins may not be set at less than .75 inches. Resumes for each SOW response may be submitted as an additional attachment. Resumes for each individual proposed should be no more than three paragraphs. Additional appendices may also be provided, but may not be considered in the final evaluation. Text must be in a font equivalent to Times New Roman, 11-point font or larger. Graphics may be in a format as selected by the contractor.

At a minimum, the contractor's Technical Proposals must include the following:

5.2.1 Plan of Accomplishment

The Plan of Accomplishment must address how the contractor proposes to plan, manage and provide services to support the Contract and the Task Order(s) (if applicable), and any specific tools, processes or deliverables that will be used.

Contractor MUST use a set of management procedures and practices designed to ensure adequate control over: (1) the contractor's personnel; (2) the functionality of systems; (3) infrastructure changes; (4) the quality of contractor provided services; and (5) the quantity of chargeable resources used to perform the Services. The contractor MUST demonstrate the use of tools to automate and integrate management practices and procedures for the purpose of achieving optimal effectiveness and efficiency of delivering the services.

The contractor's proposal MUST cover the following areas of management practices and procedures:

- Relationship Management. The proposal MUST describe how the contractor
 organization will represent itself to the Mint from an overall viewpoint. Describe
 the internal process used to select an individual to be the primary interface to
 government. Discuss treatment of account management, status reporting
 (hardcopy and electronic), performance review meetings (at least monthly),
 contract management, audits, planning, setting priorities and handling service
 requests. Government MUST be guaranteed that it will not be without a
 contractor Program Manager, or mutually agreed-upon designee, for more than
 two (2) business days.
- Task Order Integration and Control. The proposal MUST describe how the
 contractor will assure the individual requirements of each Task Order will be met.
 Proposal must identify key steps, staffing activities, processes, tools and all other
 key factors that will enable the contractor to successfully meet individual Task
 Order requirements.

- Change Control Management. The proposal MUST describe the process for ensuring proper coordination and control of all changes, policies and procedures from the test environment to production environment in order to minimize service interruption or degradation.
- Problem Management. The proposal MUST describe the contractor's process for problem management, including: problem logging, problem resolution, tracking of unresolved problems, problem escalation procedures and problem closeout and reporting practices.
- Quality Management. The proposal MUST describe the contractor's typical
 quality assurance, testing and test environment, as well as how the contractor
 incorporates each customer's unique requirements. The contractor should discuss
 how it would achieve continuous process improvement, including the
 performance of root-cause analysis. The proposal MUST describe the contractor's
 internal quality-management program. This should include reference to the use of
 any specific methodologies, as well as the receipt of any quality certification.
- Performance Management. The proposal MUST describe how the contractor develops, modifies, monitors and reports on service-level targets and performance. The contractor MUST also describe experience in the use of service-level agreements for each IT service area within the scope of this Contract. Management procedures should include provision for periodic (at least monthly) reports on volumes and service levels, and provision for problem reporting and escalation if performance falls short of agreed-upon service levels.
- Security Management. The proposal MUST describe how the contractor maintains physical and logical security of any test data provided by the Mint or any office within the Mint. This should include an overview of the policies and practices to prevent, detect and resolve security breaches.
- Project Management. The proposal MUST describe methodologies used to carry
 projects from requirements through finished deliverables, including project
 management, checkpoints and periodic status-reporting back to Government.
 Describe policies and procedures employed to ensure the timely completion of
 tasks in a quality fashion.
- Service Request Management. The proposal MUST describe methodologies
 used to manage the service-request process for both standard and urgent service
 requests. The proposal MUST define in quantitative terms the range of fluctuation
 in urgent service requests allowed within the scope of services.
- Business Process Best Practices. The Mint is seeking to work with a contractor
 that understands, and can make a positive contribution to, its business efforts. The
 contractor should demonstrate this knowledge and provide specific examples of
 how its outsourcing activities have improved business processes. This may be
 augmented by information on the approach the contractor would take in
 addressing and improving the Mint's business processes, based on the information
 contained in this Contract. This might be, for example, the redesign of the
 funding and charge-back processes for IT services.

5.2.2 Personnel Plan

The proposals MUST describe proposed personnel and organization to provide Mint service. Contractor MUST describe internal standards, policies and procedures regarding hiring, professional development and human resource management.

As part of its Personnel Plan, the contractor MUST provide a list of position identification codes, position descriptions, and qualifications for each position proposed that demonstrate how Mint skills needs will be met. As needed, additional skill types may be added in the future as Mint requirements dictate. Contractor MUST describe internal standards, policies and procedures regarding hiring, professional development and human resource management.

The Mint MUST be guaranteed that it will not be without a contractor "key" technical or management position, or mutually agreed-upon designee, for more than two (2) business days.

5.2.2.1 Specify Key Personnel.

Key Personnel to support this Contract and Task Orders must be proposed. For each key person proposed, the contractor must commit this individual as proposed.

Resumes shall be provided for the individuals who will be assigned to each task. A minimum of two references shall be provided for each individual proposed.

5.2.3 Transition Plan

Task Orders issued hereunder may require a transition period. Each Task Order shall describe such period and service periods.

Any Transition Plan must demonstrate the contractor's capability to assume existing contract responsibilities with a minimum of disruption. At a minimum, the transition planmust include contractor's approach to:

- Acquire existing staff knowledge prior to and during takeover of operations
- Project planning and start-up procedures
- Capability of the contractor to commit proposed staff at the beginning of the contract
- Capability to work with incumbent contractors to achieve a successful transition
- A minimum of three references demonstrating contractor capability to accomplish
 a successful transition within proposed budget and schedule. These references
 must include a client contact who will vouch for the contractor transition
 performance, with the client's phone number and address.

5.2.4 Contractor Qualifications

A description of the contractor's qualifications to perform and effectively deliver services under the Task Orders must be included on each proposal. A minimum of five references must be included that demonstrate the contractor's and subcontractor's capability to deliver high-quality, cost-effective IT services of the type required by the Mint. These references must include a client contact who will vouch for the contractor performance, with the client's phone number and address.

5.3 General Compliance Requirement

- The Contractor will comply with Mint policies and standards (see Attachment M2) at the commencement of the contract, including any applicable industry regulatory laws.
- The Mint DCE infrastructure and all IT products covered under this Contract are the property of the Mint.
- The contractor shall be responsible for adhering to all aspects of the Privacy Act, and is prohibited from removing from the worksite any programs, documentation or data without the knowledge AND written approval of the COTR.
- The contractor must be willing to partner where it is in the best interest of the Federal Government when new technologies or application(s) become available, or will provide improved timeliness where it is more cost effective for the Mint.

5.4 Agreements and Licenses

The Mint currently has maintenance agreements and licenses with a number of existing Service Contractors to provide some of the services defined in the scope of this document or task orders issued hereunder. A list of these third-party suppliers is provided in Attachment M1.

5.5 Work-in-Progress

The Mint OIT currently has a number of projects in progress that may be included in the Task Order's Statement of Work. Contractor shall employ their best efforts to complete such projects within the time frames specified by Mint OIT. A partial list of these projects is provided in Attachment M3.

5.6 Contractor Personnel

For each Task Order issued hereunder, the Contractor MUST describe the staffing plan for providing support to each location. Contractor MUST demonstrate that it will satisfactorily address the following Human Resources requirements regarding personnel:

All staff must be qualified with prior relevant experience.

- The Mint OIT reserves the right to examine qualifications and performance of any Contractor staff at any time during the contract period, and to require replacement if unacceptable.
- Contractor must ensure that key personnel cross-train at least one replacement to cover each functional area.
- Contractor must provide staffing that ensures continuity in transition from incumbent contractors, as well as ensures continuity of service for the life of the contract.
- Upon approval of Mint OIT, Contractor may subcontract to existing contractors to retain services of key personnel listed in Highly Sensitive Attachment M4.

5.7 Task Order Oversight Process

The Task Order Oversight Process is similar to the Contract oversight process, except that all reports are due to the Task Order COTR for review and approval one week in advance of the Contract process. Specific task order oversight procedures shall be specified in each Task Order.

6. CONTRACT SERVICE LEVELS

6.1 Service Level Contracting

This Contract serves as a vehicle by which the Mint will move increasingly toward performance-based contracting (service-level contracting). In support of this Contract and task orders issued hereunder, the Mint plans to implement a process to set service levels.

The contractor will be required to meet and deliver the services based on the service levels defined in individual Task Orders. Contractor performance will be measured against these service levels. Toward that end, a contractor must propose a credit program for failure to achieve the desired level of service. Formulas and percentages used to calculate penalties may be reviewed annually at the Mint's behest and updated by mutual accord of the Mint and Contractor.

All credits will be calculated quarterly. The credit will be calculated based on the actual respective Government FY Task Order cost for the quarter.

At the end of Government FY02 and each successive fiscal year thereafter, the Mint may choose to revise the service levels defined in individual Task Orders based on experience gained, contractor performance or Mint requirements. Service-level changes will be as mutually negotiated between the Mint and the contractor.

6.2 Benchmarking

The Mint believes that benchmarking is an important part of evaluating and managing the relationship with the contractor. During Government FY02, the Mint and Contractor will agree to an acceptable benchmark process and benchmarker for the services within the scope of this Contract. The purpose of the benchmark will be to assess the price and quality of the contractual arrangement relative to both in-house and, potentially, outsourced peer companies. The Mint and the Contractor will agree to price and quality targets that MUST be maintained over time.

7. CONTRACTOR MISCELLANEOUS

7.1 Training

The Contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of contractor personnel shall be performed at the Contractor's own expense, except:

- When the Mint has given prior approval for training to meet special requirements
 that are peculiar to a particular Task Order. The Mint will pay any direct charges
 associated with authorized training (e.g., tuition, travel and per-diem, if required)
 and the Contractor shall pay, without the Mint reimbursement, salary and other
 expenses.
- Limited training of Contractor employee(s) may be authorized when the Mint changes the Automated Data Processing Equipment ("ADPE") and software during performance of an ongoing task and it is determined to be in the best interest of the Mint.

The Mint will not authorize training for contractor employees to attend seminars,
Symposia or User Group Conferences, unless certified by the Contractor and the Mint
that attendance is mandatory for the performance of a Task Order. When training is
authorized by the Contracting Officer, in writing, and under the conditions set forth
above, the Mint will reimburse the Contractor for tuition, travel and per diem, if required.

Training at Government expense shall not be authorized for replacement personnel, nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the art or for training Contractor employees on equipment, computer languages and computer operating systems that are available on the commercial market. Training shall not be authorized at Government expense to develop skills on hardware and software that were already being used by the Mint at the time of the award of the contract.

The contractor will provide training for contractor employees within a reasonable amount of time after issuance of software upgrades. The contractor will provide the Mint COTR and CO with a training plan for each position proposed that demonstrates the contractor's ability and willingness to keep personnel up-to-date with the latest technology trends and

software releases. These training plans will be updated and submitted no less than annually. Such training is considered routine and necessary and all expenses will be the contractor's.

7.2 Contractor-Furnished Supplies and Services

The Contractor will furnish at no additional cost to the Mint:

- Office and working space for contract-related services and for the performance of those Task Orders which require performance at other than a Government site
- Office equipment and consumable supplies required in the performance of, or in support of, this contract
- All management, administrative and supervisory functions required for the
 effective performance of this contract (including, but not limited to: typing
 support for contract related services, e.g., status reports or routine Task Order
 deliverable documents)
- Cost of obtaining required security clearances, including charges by another Government agency
- Photocopying support for contract-related services and approved Task Orders.
- Pagers and Cell Phones: Access to pagers or cell phones necessary to perform Mint-assigned tasks.

SECTION D PACKAGING AND MARKING

D.1 PACKAGING (Clause #D-008, Jan 1996)

Unless specified differently in the individual task orders issued hereunder:

- (a) All shipments shall be properly packaged to ensure against damage resulting from improper handling, inclement weather, water, excessive heat or cold, and to ensure acceptance by common carrier for safe transportation to the destination point of delivery. The Contractor shall provide adequate protection against corrosion, deterioration, and physical damage during shipment and storage.
- (b) The Contractor's standard or best commercial practice for packaging is acceptable. The Mint will not be held responsible for any damage, deterioration, or losses incurred during loading, shipment, storage, and installation, except where gross, willful negligence or mishandling is lawfully proven against the Mint.

SECTION F DELIVERIES OR PERFORMANCE

F.1 CONTRACT TERM (Clause #F-017, Jan 1996)

This contract shall remain in effect from date of award through September 30, 2002.

Upon each determination of satisfactory performance, the Mint, at its election, may, by written modification, at any time, prior to expiration, unilaterally renew this agreement for up to four (4) additional one-year periods. Each exercised option period shall use the prices set forth in Section B or as described in the individual task order price schedules. The inclusion of such pricing or schedules for these option years shall not be held to create in the Contractor any right, or any expectation of renewal.

The Option Periods are as follows:

Option Period One:
Option Period Two:
Option Period Three:
Option Period Four:
October 1, 2002 through September 30, 2003
October 1, 2003 through September 30, 2004
October 1, 2004 through September 30, 2005
October 1, 2005 through September 30, 2006

Furthermore, any task order issued under the term of this contract may extend beyond the term of the contract by mutual agreement, provided, however, that the period of performance of an individual task order, inclusive of base and all option periods, may not be greater than five (5) years in duration.

F.2 TIME OF PERFORMANCE (Clause #F-018, Jan 1996)

The work required herein shall be completed by dates specified in each individual Task Order.

F.3 PLACE OF PERFORMANCE (Clause #F-019, Jan 1996)

All work shall be performed at the location specified in each individual Task Order.

F.4 TASK ORDER DELIVERY SCHEDULE (Clause #F-023, Jan 1996)

Each Task Order will include the performance schedule and describe the work to be performed for the Mint facility as designated above.

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The Option Periods are as follows:

Option Period One:
Option Period Two:
Option Period Three:
Option Period Four:
October 1, 2002 through September 30, 2003
October 1, 2003 through September 30, 2004
October 1, 2004 through September 30, 2005
October 1, 2005 through September 30, 2006

Furthermore, any task order issued under the term of this contract may extend beyond the term of the contract by mutual agreement, provided, however, that the period of performance of an individual task order, inclusive of base and all option periods, may not be greater than five (5) years in duration.

F.2 TIME OF PERFORMANCE (Clause #F-018, Jan 1996)

The work required herein shall be completed by dates specified in each individual Task Order.

F.3 PLACE OF PERFORMANCE (Clause #F-019, Jan 1996)

All work shall be performed at the location specified in each individual Task Order.

F.4 TASK ORDER DELIVERY SCHEDULE (Clause #F-023, Jan 1996)

Each Task Order will include the performance schedule and describe the work to be performed for the Mint facility as designated above.

F.5 REQUIRED SUBMITTALS

Reference Submittal Required By:

(a) Security Forms (See Section H.1) 3 workdays after the award of a task order

(b) Task Order Proposal (See Section G.6) 5 calendar days from receipt of request

F.6 WORKING HOURS AND HOLIDAYS (Clause #F-029, Feb 2000)

(a) Generally, the normal working hours are between 7:00 a.m. and 5:30 p.m., Monday through Friday. Working hours outside normal hours must have the written advance approval of the COTR.

(b) Except as approved by the COTR in writing, in advance, work shall not be performed on Federal holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas Day.

Unless approved by the Mint COTR. Security clearance may be requested in advance of a Task Order award.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)_(Clause #G-103, Mar 1999)

The Contracting Officer's Technical Representative (COTR) for this Contract is Jacqueline Patillo. The Contracting Officer's Technical Representative (COTR) for each Task Order under this contract will be designated in each Task Order.

- (a) <u>COTR Limitations</u>: Performance of the work under this contract shall be subject to the technical direction of the COTR. Technical direction shall be issued in writing by the COTR with a copy to the Contracting Officer and must be within the specifications/scope of work as described in Section C. The COTR does not have the authority to, and may not issue any technical direction which: (1) constitutes an assignment of additional work outside the existing specifications/scope of work; (2) constitutes a change; (3) in any manner causes an increase or decrease in the total contract cost, the fixed fee (if any), or the time required for contract performance; (4) changes any of the expressed terms, conditions, or specifications of the contract; or (5) interferes with the Contractor's right to perform the terms and conditions of the contract.
- (b) <u>Technical Direction</u>. The term "technical direction" is defined to include the following:
- Directions to the Contractor which direct the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description; and,
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, products and technical information to be delivered by the Contractor to the Government under the contract.

G.2 CONTRACTOR CONTACT (Clause #G-107, 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: Address:

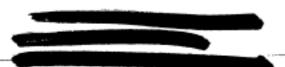
7900 Westpark Drive, MS907

McLean, Virginia 22102

Telephone:

Facsimile:

E-Mail Address:



G.3 INVOICING (Clause #G-034, Jul 1999)

The contractor shall invoice monthly by task order for work performed under any task order. Payment will be made at prices stipulated in each order.

G.4 PAYMENT (Clause #G-108, Jan 2000)

- 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: The United States Mint, 801 9th Street, NW, Washington, DC 20220, Attn. Office of Accounting -7th Floor. Additionally, the contractor shall send one copy of the invoice directly to both the Contracting Officer in the Procurement Office and the COTR.
- c) <u>Invoice Content.</u> A proper invoice shall include the following: Name and address of the contractor; taxpayer identification number (TIN); invoice date; contract number or other authorization (including 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. An invoice that does not include the minimum elements set forth herein or contains incorrect information is considered defective and will be returned to the Contractor.

- 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). Interest penalties are not required on payment delays due to defective invoices.

G.5 ORDERING (Clause #G-036, Oct 1997)

This is an indefinite quantity contract. Delivery or performance shall be made only as authorized by task orders issued by a Mint Contracting Officer. All task orders are subject to the terms and conditions of this contract.

G.6 TASK ORDERS (Clause #G-037, Jan 1996)

- (a) All work under this contract will be authorized by the Contracting Officer through the issuance of written task orders. A fixed price or not-to-exceed price shall be negotiated for each task order prior to issuance of the task order.
- (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 the Contracting Officer. The Contractor shall respond by submitting to the Contracting Officer a written proposal within five (5) 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.
- (c) <u>Authorization to Proceed</u> 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 five (5) days of the notice date.

G.7 CORRESPONDENCE PROCEDURES (Clause #G-109, Jan 1996)

a) Technical correspondence shall be sent to the COTR, 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 COTR. 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.

G.8 PROGRESS MEETINGS AND REPORTS (VAR)

The Mint may conduct, at any time, progress meetings, by telephone, or face-to-face with the Contractor to ensure that the work is progressing satisfactorily and according to schedule.

This Contract and each Task Order will specify a progress meeting and reporting schedule as directed by the Statement of Work.

G.9 SUBCONTRACTOR PAYMENTS (Clause #G-094, Dec 1999)

The contractor shall be responsible for paying its subcontractors timely, in accordance with its subcontractor agreement(s) and independent of payments made by the Mint to the prime contractor. Failure to do so will result in a monetary penalty assessed to the prime contractor, in addition to any other rights and remedies available to the Mint for failure to perform in accordance with the terms of this contract. The penalty will be in an amount equal to the accrued interest on the owed subcontract payment amount, computed in accordance with the Prompt Payment Act.

G.10 POST-AWARD CONFERENCE (Clause #G-099, Sept 1998)

The Mint intends to hold a post-award conference with the contractor no later than 2 weeks after 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.

SECTION H SECURITY REQUIREMENTS

H.1 <u>SECURITY PROCEDURES FOR CONTRACTOR EMPLOYEES</u> (Clause #H-044, Sept 2000)

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 or have lawful permanent resident alien status. Proof of citizenship is required for those citizens born outside of the U.S., to include either a Permanent Resident Status Card, Certificate of Naturalization, or Certificate of Birth Abroad. Waivers to this requirement may be approved only on a case-by-case basis and only by the Treasury Director of Security.
- (b) Pre-Work Clearance. Before any contractor employee may perform work in a Mint facility, the Mint Police 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 by the Mint; and, (2) A clear security check to be conducted by the Mint Police.

(c) Investigative Requirements.

- Contractor personnel and/or subcontractor personnel performing tasks at the Mint which are <u>NOT expected to exceed 60 days</u> shall complete:
- "Request for Pre-Appointment Investigation Waiver", MF 5009

All information on the form must be complete, current and correct. 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.

Contractor personnel and/or subcontractor personnel expected to exceed 60 days shall complete MF 5009 above as well as:

- "Declaration for Federal Employment", OF 306 (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 Protection staff in accordance with NACl investigation procedures. The Contracting Officer will provide a sufficient supply of cards.
- Resume, Curriculum Vitae, or "Optional Application for Federal Employment", OF 612
- Notarized copy of U.S. Naturalization Forms (Only current, naturalized U.S. citizens born outside the U.S. must provide this.)

Fair Credit Report form

Reference Check form (to be completed by employer)

In addition, if work to be performed is sensitive (e.g. with access to internal or confidential data or systems, such as computer programmers, ad agencies, consultants, etc.) personnel 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
- 3. A Contractor or subcontractor employee who has previously undergone the Mint Police NACI investigation within the preceding twelve 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) 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 Police. Requests relative to approval shall be directed to the Contracting Officer.
- (e) 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.

(f) Mint-Issued Identification

 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 COTR. The Mint will retain 10% of monies due under the contract for each individual contractor employee badge that is not surrendered to the Mint COTR.

- (2) The Mint Police may, as deemed 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.
- (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.

H.2 SECURITY INGRESS/EGRESS (Clause #H-045, Feb 2000)

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 Mint Police 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 COTR, to obtain access to buildings and arrange for the building to be opened and closed.

H.3 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.

H.4 NON-DISCLOSURE AGREEMENT (Clause #H-047, Mar 1999)

The Contractor shall complete, and require their employees and subcontractors to complete, applicable Mint Non-Disclosure Agreements prior to obtaining access to any sensitive Mint information or systems, including the Mint Mailing List, contract documents, accounting records, personnel records, automated systems, plans/drawings, etc.

SECTION I CONTRACT CLAUSES AND GENERAL PROVISIONS

I.1 NOTICE REGARDING GENERAL WAIVER OF PROCUREMENT LAWS AND REGULATIONS (GP-1, Jul 1999)

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.

I.2 CHANGES (GP-2, 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.

1.3 DISPUTES (GP-3, May 1999)

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 Mint CFO within thirty days of receipt of the Contracting Officer's decision. The decision of the 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.

I.4 ENTIRE AGREEMENT (GP-4, 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.

I.5 GOVERNING LAW (GP-5, Nov 1996)

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

I.6 INDEMNITY (GP-6, 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.

I.7 MINT APPROVAL (GP-7, 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.

I.8 PERMITS (GP-8, 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.

1.9 PUBLICITY (GP-9, 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.

I.10 REMEDIES NOT EXCLUSIVE (GP-10, 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.

I.11 RIGHTS IN DATA (GP-11, Jul 1999)

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 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.

I.12 SEVERABILITY (GP-12, 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.

I.13 STANDARD OF PERFORMANCE (GP-13, 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.

1.14 SURVIVAL (GP-14, 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.

I.15 TERMINATION (Clause #I-049, Jul 2000)

The Mint may terminate the contract, or any task orders in whole or in part, when 1) it is in the best interest of the Mint, 2) the contractor fails to perform, 3) the contractor fails to make timely delivery of any deliverable, 4) the contractor fails to meet inspection standards, or 5) the contractor 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. If termination is due to Contractor failure, the Mint may assess damages including reasonable re-procurement costs against the Contractor.

1.16 TIME IS OF THE ESSENCE (GP-16, 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.

1.17 TRADEMARK USE (GP-17, Apr 1999)

The Contractor shall obtain the Mint's written permission prior to any use of the Mint's trademarks and/or logos in any contractor product, publication, sales or marketing materials. The Mint's trademarks include, but are not limited to, the name of the United States Mint, the Mint seal, and the Mint's 50 State Quarter trademarks and graphic logo. If permission is granted, Contractor agrees to submit all materials utilizing any Mint trademark to the Mint for prior written approval before publication or use. Contractor agrees to follow any applicable Mint style guidelines for such use. The Contractor recognizes the great value of the Mint's trademarks, service marks and other intellectual property, and acknowledges that such marks have secondary meaning and associated good will, that breach of any of the provisions of this paragraph risks irreparable harm to the Mint for which there may be no adequate remedy at law, and that in such event the Mint will be entitled to equitable relief in the form of an injunction and such other relief as may be available at law or in equity.

1.18 WAIVER (GP-18, 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.

1.19 WARRANTIES AND REPRESENTATIONS (GP-19, 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.

1.20 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.

I.21 CONTRACTOR PERSONNEL (VAR Clause #I-057, Sept 1998)

Certain personnel listed in each individual Task Order will be selected by the COTR specific to the Task Order and will be considered key and essential to the work being performed on this contract. Continuity is also critical to successful completion of this contract.

- a) Key Personnel. No diversion shall be made by the Contractor without the written consent of the COTR. In the event substitution becomes necessary (due to employee's departure from the company or extended illness of more than 10 days), the Mint may require that replacement personnel be provided. The Contractor shall notify the Contracting Officer, in writing, at least fifteen (15) days in advance of any proposed substitution. 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: interview the proposed individual; reject the proposed substitutes; and to renegotiate the contract price downward. Permission to substitute will not unreasonably be withheld.
- b) Non-essential Contractor Personnel. Contractor shall notify the COTR, in writing, of all other personnel substitutions. All proposed substitutes must have qualifications at least equal to those of the personnel being replaced.

c) <u>Management and Supervision</u>. The Contractor's employees shall remain under the Contractor's direct supervision at all times. Although the Government will coordinate direction for work within the scope of the Contract, detailed instructions for the Contractor's employees, and supervision of those employees, shall remain the responsibility of the Contractor.

1.22 SCHEDULING AND EXECUTION OF WORK (Clause #I-065, Mar 1996)

The U.S. Mint is a manufacturing facility dedicated to the production of U.S. coinage. All work to be performed under this contract must be scheduled and executed to ensure that coinage manufacturing is not disrupted. <u>Under no conditions will a disruption of production operations be allowed under this contract.</u>

1.23 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 onsite, 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.

1.24 TERMINATION OF CONTRACTOR EMPLOYEES (VAR Clause #I-091, Aug 1998)

The Mint reserves the right to reject and request the removal of a contractor employee at any time, and without advance notice, when it determines the contractor 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 contractor 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 timely replacement (within 15 calendar days from the date of vacancy and according to the process described in Section I.21 Personnel) contractor employee acceptable to the Mint 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.

1.25 ADDITIONAL COMPENSATION (Clause #I-111, May 2000)

The Contractor's compensation of its staff is set by the Contractor, but the Contractor agrees to permit its staff to accept non-monetary Mint-related products, which may on occasion be awarded by the Mint in recognition of quality work, as additional compensation. Items will be funded under the Mint's promotional expense authority. Such recognition is at the sole discretion of the Mint and, in no way, grants the Contractor or its staff the right to any other compensation or benefits that are only available to Mint employees. The Contractor agrees to require its staff to annually sign a waiver of claim to Federal Mint employee benefits, including but not limited to Federal workmen's compensation, health benefits and retirement benefits. The Mint reserves the right to reject contractor staff who do not sign the waiver and require replacement staff acceptable to the Mint.

I.26 TRAVEL*2 (Clause #G-040, Dec 1999)

All travel shall be pre-approved by the COTR. Travel invoices shall be submitted separately with back-up documentation provided, to include a completed form, "U.S. Mint Contractor Travel Voucher" (Attachment G-1) for each traveler, receipts as indicated below, and the original Mint Travel Authorization (if applicable). The Voucher shall indicate the purpose of the trip and reference the associated contract deliverable. Except for meals and incidental expenses, all travel will be reimbursed at the actual expense rate. Indirect costs associated with travel expenses will not be reimbursed. Contractors shall obtain government rates whenever available and should obtain an agency letter of identification from the Contracting Officer to assist them in that regard. When government rates are not available, the contractor shall so indicate on their travel invoice.

Contractors are expected to incur expenses prudently. Excessive or lavish travel expenses will not be reimbursed. Below are some guidelines to prevent the incurrence of unacceptable travel expenses:

- Coach class transportation tickets should be purchased. Receipts are required. The lowest discounted tickets available should be purchased that will allow accomplishment of the Mint's mission.
- Local transportation is encouraged, where applicable, i.e., metro rail, hotel shuttle, etc.
- 3. Receipts are required for all lodging costs, regardless of amount. Actual hotel costs will be reimbursed up to the government maximum lodging amount for city as indicated in the Federal Travel Regulation. Standard hotel rooms should be purchased. Lodging cost will not be allowed for stays with friends and/or relatives.

² Unless specified as a fixed-price Task Order Line Item, this clause will prevail for all non-local travel.

- Receipts are not required for meals. Meals and incidental expenses (M&IE) will be reimbursed at the government M&IE rate as indicated in the Federal Travel Regulation, limited to 3/4 rate for first and last day of travel.
- Receipts are required for any miscellaneous expense over \$75, i.e., taxi, phone calls, fax services, copier costs, rental of meeting room space, etc.
- Non business-related activities will not be reimbursed, i.e., movies in hotel rooms, personal phone calls, sight seeing ventures, transportation to night time activities or events, etc.
- Tips should not exceed 15% of the cost for taxis, etc.

Note: As government per diem rates are revised in the Federal Travel Regulation, the new rates will automatically be effective on the date of the revision. If additional expenses are needed, they must be justified, supported by receipts where applicable, and approved by the COTR. If you cannot obtain a hard copy or access a Website for the Federal Travel Regulation (FTR), contact the Contracting Officer for assistance.

I.27 AUDIT AND RECORDS (Clause #I-106, June 1999)

The Contracting Officer or authorized representatives of the Contracting Officer shall have the right to examine and audit all of the Contractor's books, records, documents, and other data, including computations and projections related to proposing, negotiating, pricing or performing the contract or any modification, in order to evaluate the cost or pricing data submitted. In addition, the above persons shall have the right to examine and audit books, records documents and other evidence and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. The Contractor shall make available at its office at all reasonable times these records and other evidence for examination, audit or reproduction until 3 years after final payment under this contract. This right of audit shall also apply to any subcontracts at the discretion of the Contracting Officer.

I. 28 CONTRACT CLOSEOUT (Clause #G-110, 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.

I. 29 CONTRACTOR ACQUIRED PROPERTY

Title to all property acquired by a Contractor under a Cost-Reimbursement, Time-and-Material, or Labor-Hour Contract for which the Contractor shall seek reimbursement from the Mint shall pass to and vest in the Mint and become Mint furnished property ("MFP") upon reimbursement of the cost of the property by the Mint. Such property shall be subject to the provisions in Mint Furnished Property, I-050. MFP shall be used only for performance under this contract, unless otherwise expressly provided in this contract or approved in writing by the Contracting Officer. The Contractor shall be responsible and accountable for all MFP and shall assume all risks of loss, or damage whatever the cause, reasonable wear and tear excepted. The Contractor shall maintain a program for the use, maintenance, repair, protection, and preservation of MFP in accordance with sound business practice. At any time, the Mint shall have access to the premises in which any MFP is located for the purpose of inspecting or repossessing the Mint property.

I. 30 MINT-FURNISHED PROPERTY (VAR Clause #I-050, Aug 2000)

The Mint shall furnish the Contractor the following Mint-furnished property (MFP) for use under this contract: (If applicable, MFP will be identified in individual task orders)

The Mint will provide, at no cost to the Contractor, when required and authorized by the Task Order:

- Workspace and furnishings at the Mint site.
- Government forms, publications and documents, except those offered for sale to the public.
- Access to computers, terminals, common-use software, data-entry services, communications networks, and other resources owned or leased and operated by the Mint.
- Equipment and software appropriate for the completion of the tasks listed herein.
- Documentation: Access to manuals and materials necessary to perform this task.
- Space and Material: Workspace and material shall be furnished to the contractor
 and his/her employees and representatives who are dedicated fully to the
 fulfillment of this task. This space and material shall be assigned at the discretion
 of the Mint and shall be used in accordance with the contract terms and
 conditions.
- Technical Assistance: A qualified employee from the user program area shall be available to provide technical assistance and advice between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday.

The relationship between the Mint and the Contractor, with respect to MFP, is one of bailment and not consignment, and notwithstanding any other term of this contract, title to MFP shall at all times remain with the Mint. Where legally available and appropriate

the contractor shall create a UCC security interest in order to place the Mint in a most advantageous creditor position above the bailee's lenders. At any time the Mint may repossess its property without advance notice.

The Contractor shall use MFP only in connection with this contract and products produced hereunder, assume the risk for loss or damage, and return the MFP to the Mint in the same condition, excluding normal wear and tear, as received. Upon completion of use of the MFP, the Contractor shall request instruction for disposition from the COTR.

Reimbursable Supplies, Equipment, Services and Facilities

If the Mint determines that it is unable to furnish supplies, equipment, services or facilities that would otherwise be provided to the Contractor at no cost, the contractor shall be authorized by the Contracting Officer to obtain the necessary resources.

NON-COMPETITION AGREEMENTS 1.31

The Contractor shall not include in its subcontracts any clause or other language which would restrict such subcontractor from doing business directly or indirectly with the Mint nor shall the Contractor assign personnel to work on this contract that are subject to noncompete agreements relating to work performed on this contract.

INTERRELATIONSHIPS OF CONTRACTORS (VAR Clause #I-098, Aug 1. 32 2001)

The Mint may enter into other 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, provided appropriate Non-Disclosure Agreements are in place. Any service level commitments not achieved by the Contractor that are caused by any action or inaction of any such other contractor shall not be considered in calculating Cost of Quality points under any task orders issued under this Contract.

SECTION J LIST OF ATTACHMENTS

Attachment B-4	Firm Fixed Price Hourly Rates and Labor Categories
Attachment GP-3	ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881)
Attachment G-1	U.S. Mint Contractor Travel Voucher
Attachment M-1	Table 2 Maintenance and Other Service Contracts
Attachment M-2	Policies and Procedures
Attachment M-3	Table 3 Work in Progress
Attachment M-4	Table 4 Highly Critical Key Positions
Attachment M-5	Table 5 US Mint Technical Architecture Diagram
Attachment M-6	Table 6 Standard Server Software Applicable and Server Contained Software
Attachment M-7	Table 7 Inventory of Servers

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Qualifications Attachment B-4 Part 2 T&M Labor Categories and Descriptions Position Description Data Center Task Meneger THE Program Manager

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Task Supervisor

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			Part 2-6
HP Systems Engliseer	SUN Systems Engineer	Technical Architect	

				Part 2-7
±- 1	Functional Subject Matter Expert	Principal Software Engineer	Network Engineer / Analyst - Principal	

			Part 2-8
Senior			<u>, </u>
Network Ergineer / Analyst - Senkr	Network Engineer / Analyst	Computer Systems Engineer - Senior	

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•	Voice Technician I	Voice Technicien !!	Video Consultant I	Video Consultant II	

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•	Systems Analyst - Principal	Principal Application Programmer	Senior Application Programmer			,	

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	Database Designer / Administrator	Systems Administrator - Senior		

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•	Systems Administrator	Hetp Desk Analyst - Sentor	Help Desk Analyst	Help Desk Technician - Sanior	

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						Part 2-14
•	Help Desk Techniclen	Senior Date Center Operator		Data Center Operator	<u> </u>	

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					Part 2-16
•	Program Control Analyst	Technical Writer	Technical Wiffer	Administrative Assistant IV	

Attachment GP-3 ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains paymentyted information processed through the Vendor Express Program. Recipients of these payments should bring this irrnation to the attention of their financial institution when presenting this form for completion.

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	WASHINGTON, D.C. 20220	•			
CONTACT PERSON NAME:	EUGENE JOHES			<u>LEPHONE N</u> 202) 354-787	
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Attachment M1- Maintenance and Other Service Contracts

The following maintenance contracts are in place. The Mint reserves the right to add or remove contracts at any time.

Table 2 OFT Contracts (Support and Maintenance Contracts)

Contractif	Contractor	Description	Renewal Date
TM-HQ-3375	Adager Corporation	HP 3000 Database Software Maintenance (MACS Support)	FY 2002
TM-HQ-2189	Bradmerk Technologies	HP 3000 Database Software Maintenance (MACS Support)	FY 2002
TM-HQ-3360	Comp Clean	Computer Room Cleaning	FY 2002
TM-HQ-3381	Computer Associates	IDMS, Seven, Top Secret Maintenance (Data Center Support)	FY,2002
тм-но-9378	General Services	Disaster Recovery Services Contractor	FY 2002
TM-HQ-3352	Dynamic Information	Renewal for Netmall 08 HP 3000 System (MACS Support)	FY 2002
.	Systems Corporation		
TM-HQ-3220	Federal Data Corporation	SUN Server Software Support (MAXIMO, DIE and PeopleSoft Support)	FY 2002
Req# 2416 TM-HQ- (TBD)	First Federal Corporation	(Off-Sits) Tape Storage (Data Center Support)	FY 2002
TM-HQ-2137	Bendata/ Goldmine	HEAT Maintenance (Help Desk Call Log System)	FY 2002
TM-HQ-3366	Hewlett Psckerd	Hardware, Software Network Support Renewal (HP 3000/MACS Support)	FY 2002
TM-HQ-3345	Hewlett Packerd	On-Site Hardware, Software & Network (Support for HP3000 MACS Development Server)	FY 2002
TM-HQ-9347	Hewlett Packard	Software Maintenance - XP256 (Disk Storage for HP 3000 MACS Support)	FY 2002
TM-HQ-2447	Hewlett Packerd	Software Maintenance — (HP 3000 Print Server/MACS Support)	FY 2002
TM-HQ-3341	Hewlett Packard	Softwere Assistance & Updates for HP 3000 Operating System	FY 2002
тм-но-3970	Lµnd Performance Solutione	Maintenance Support for HP 3000 System Performance (MACS Support)	FY 2002

тм-нQ-263 6	Ease Technologies	On-Site Macintosh Desktop Support and Maintenance for the Graphics Department	FY 2002	
тм-но-3359	Microsoft Corporation	Technical Support for all Mint Microsoft Products	FY 2002	
TM-HQ-3361	MintSoft Inc.	Software Updates (for MACS - Software)	FY 2002	
TM-HQ-3368	RAC Consulting	Printing Utility Software for HP3000 (MACS Support)	FY 2002	
тм-но-8387	Robelle Solutions Technology	Maintenance Renewal for Q-Edit and Supertool (MACS Support)	FY 2002	:.
TM-HQ-1846	Smith Gardner	MACS Software Maintenance Support	FY 2002	
TM-HQ-2427	Smith Gardner	Maintenance Renewal for Cognos and Quiz Software (MACS Support)	FY 2002	<u> </u>
тм-но-1086	Smith Gardner	3 rd Party Annual Support Services (MACS Software)	FY 2002	
тм-но-3373	Sun Microsystems Fed. Inc.	Maintenance Renewal on Software for PeopleSoft, MAXIMO and DIE Systems	FY 2002	
TM-HQ-2287	Veritas Software Corp.	Back-Up Software Maintenance for the Mint's NT Servers	FY 2002	
TM-HO-3365	Vesoft	HP 3000 Security Software Maintenance (MACS Support)	FY 2002	· - .
TM-HQ-3268	Wang Government Services	Lexis/Nexls Subscription Renewal (Supports an on-line Reference Tool for the Mint's Chief Counsel's Office)	FY 2002	
TM-HQ-3364	Work Dynamics Technologies	Software Maintenance (CCM +) (Document Tracking System for the Mint's Exec Sec/Director's Staff)	FY 2002	

Attachment M2 Policies and Procedures

The following policies and procedures are available for review at the Bidders Library:

- Software Policy, June 2000
- U.S. Mint Computer Software Policy, December 2000
- U.S. Mint IT Hardware Policy (draft)
- Information Systems Security Standards and Guidelines 2000, SOP# ISSSG-99-01
- Internet Security Policy
- Data Center Operational Procedures, 4/29/00 SOP# DCOP-90-01
- Project Evaluation, Planning and Tracking, June 2000
- U.S. Mint Security Incident Handling Reporting Guidelines and Policies
- U.S. Mint Backup Procedures (headquarters) 801 9th Street
- New Account Creation Procedures for NT accounts, exchange of mailboxes

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- Access Request Form
- Support Process diagram
- Off-Site Storage (data center)
- Server naming conventions
- P390 IPL instructions
- IT Hardware and Software Change Request Process (draft)

Attachment M3 - Work In Progress

The following Mint OIT projects are in planning or implementation stages:

Table 3 Work in Progress

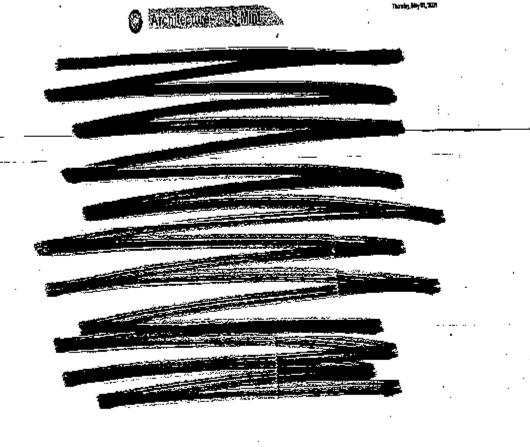
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Network Services	Plenning
Distributed Computing	Planning
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Attachment M4 - Highly Critical Key Positions

able 4 High) Functional Area	y Critical Key Positions Category	Contractor Contractor	Exportise
Yesh DC Metro Area			Routers, firewalls, WAN monitoring, LAN
letwork Services	Senior Network Engineer	871	infrastructure (svitiches), Proxy servers, DNS service, SNA servers, network analysis and monitoring
Network Services	Senior Network Engineer	its	Routers, firewalls, WAN monitoring, LAN Infrestructure (switches, Proxy servers, DNS service, SNA servers, network analysis and monitoring
Notwork - : Services	Senior Network . Engineer	1115	Network Engineer
Network: Services	Senior Network	ITS	Network Engineer
Network Services	Senior Network Engineer	178	Network Engineer
Network Services	Senior Telecom/Network Engineer	Soza	Telecom/Network Engineer
Network Services	Senior Telecom.	Soza	PBX administration, DirecTV, wireless LAN, cabling oversight, MAC tickets
Network Services	Senior Telecom. Engineer	Soza	PBX administration, voice services expert
Network Services	Senior Telecom. Project Manager	Soza (subcontract0	Project Manager, Telecommunications
Network Services	Senior Cabling Engineer	BlackBox	Premise cabling
Date Center	Senior DBA	ITS	SUN Systems Engineer
Data Center	Senior DBA	пѕ	RP Systems Engineer

Attachment M5 - US Mint Technical Architecture Diagram

Table 5. Technical Architecture Diagram



Note: The Mint reserves the right to add, change, or delete at any time.

Attachment M6 - Standard Server Software Applicable to Distributed Computing and Data Center Servers

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