

Interlaboratory Committee on Editing and Publishing

Minutes of the Annual DoD Meeting
20–22 April 1999



Hosted by
Air Force Operational Test and Evaluation Center
Albuquerque, New Mexico

Introductions

Welcoming Remarks

The Interlaboratory Committee on Editing and Publishing (ILCEP) convened at 0800, 20 April 1999, at Kirtland AFB, Albuquerque, New Mexico. Chairpersons were Christine Stossel, Sophia Harrison, and Barbara Collier, Technical Writer-Editors for the U.S. Army Research Laboratory, Adelphi, Maryland. Lucille Nuanes, Technical Writer-Editor for the Air Force Operational Test and Evaluation Center (AFOTEC), hosted the meeting. Lucille arranged for the meeting facilities, the DAPS tour, hospitality, and afternoon and evening meals.

Keynote Speaker

James M. Wilson, Director of the Resource Management and Support HQ at AFOTEC, welcomed the participants to the 1999 ILCEP meeting.

Mr. Wilson discussed his appreciation for the work that technical writers and editors do for the scientific community. He also welcomed the group to Kirtland AFB, and offered to make up a memento for each member of the group. (He later delivered luggage tags prepared by his Graphics department, with each attendee's name on it, as well as the meeting date and location.)

Administrative Matters

Minutes

Minutes of the 1998 meeting were mailed to the ILCEP membership before the meeting and included in the packet of material each attendee received. The minutes of the 1998 meeting were accepted and approved as written.

Agenda

The proposed agenda was reviewed and changes to the schedule noted.

Defense Technical Information Center (DTIC) Update

Margaret Putnam, DTIC

DTIC Background

- 1945 - Air Documents Division (Air Force)
- 1948 - Central Air Documents Office (Air Force)
- 1951 - Armed Services Technical Information Agency (ASTIA)
- 1963 - Defense Documentation Center
- 1979 - Defense Technical Information Center
- 1991 - DTIC was transferred to OUSD
- 1998 - DTIC was transferred to DISA

DoD S&T Information Policy

DoD Instruction 3200.14

- Establish and maintain a coordinated and comprehensive program to document the results and outcome of DoD-sponsored and/or performed R&E and studies and analyses efforts
- Ensure that STI and related program information is acquired, stored and disseminated
- Players: STINFOs, principal investigators, lab directors, COTRs, librarians etc.

DTIC's Major Missions

- Central repository for acquisition of defense and defense-related scientific and technical information for bona fide users
- Maintain DoD databases on technical reports, work-in-progress, technology transfer, independent research and development and other support areas
- Provide controlled access to information products and services

Scope of Collection

- Extensive
- All STI resulting from or pertinent to DoD RDT&E and studies efforts
- Domestic and foreign documents
- Documents that record negative as well as positive results
- Documents derived from works-in-progress efforts

Collection Development Goals

- Complete collection
- Greater depth and scope of coverage
- Fewer information gaps
- More reliable results

What's In DTIC's TR Database?

- Technical reports
- Command histories
- DoD Directives and Instructions
- DoD Security Classification Guides
- Cooperative Research & Development Agreements (CRDA) reports
- Planning/policy/management documents

- Mission area/mission needs reports
- Studies and Analyses
- Operational requirements reports
- Congressional budget documents
- Journal articles
- Conference proceedings and papers
- Dissertations and theses
- DoD patents and patent applications
- Foreign documents - e.g. Canadian Ministry of Defense

Collection Partnerships

NDIA Collection

- National Defense Industrial Association conference proceedings
 - They provide us with PDF (scanned) and hard copy documents.
 - We put them in the collection and on the web
 - Web address: <http://www.dtic.mil/stinet/ndia>

Collection Partnerships

NRL Collection

- DTIC will be scanning and processing NRL classified collection
 - NRL unclassified collection already is imaged
 - DTIC will load and duplicate check images
 - DTIC will enhance citation data
 - DTIC will provide document images to NRL
 - DTIC will add electronic documents to our collection
 - DTIC will store and disseminate the documents
- Benefits
 - Avoidance duplication of effort
 - NRL classified collection gets scanned and stored
 - NRL documents are archived at DTIC for the use of the DoD community

Collection Partnerships

AFSAA Collection

- AF Studies and Analyses community asked DTIC to create a classified electronic library:
 - Unclassified and classified full-text documents
 - AFSAA TEAMS active and completed records
 - Links from completed TEAMS records to completed analyses
- Access will be via SIPRNET:
 - AFSAA will approve users; we handle IDs/passwords

Sending Documents To DTIC

- Security levels:
 - Unclassified unlimited
 - Unclassified proprietary
 - Unclassified limited

- Classified (through secret)
- Classified limited/special category
- Distribution statements:
 - A - Public release unlimited distribution
 - B - U.S. Government Agencies only
 - C - U.S. Government Agencies and their contractors
 - D - DoD and their contractors
 - E - DoD only
 - F - Only as directed by DoD controlling office or higher DoD authority
 - X - U.S. Government agencies and private individuals or enterprises eligible to obtain export-controlled information
- Formats accepted:
 - Paper/ microfiche (24x24 frame)
 - Nonprint
 - << VHS videotape (standard play only)
 - << CD-ROM
 - << 3 1/2 PC and Macintosh disks
 - << Magnetic tape/cartridge
- Accept documents electronically
- Challenges:
 - Standards
 - << variety of compression techniques
 - << multiple formats/multiple files
 - Complexity of documents
 - << graphics/size of document
 - Security concerns
 - Lack of skill in use of technology
- Requests to establish source codes can be made via email as well as phone or fax:
 - sources@dtic.mil
 - (703) 767-9023/DSN 427-9023
 - Fax - (703) 767-8032
 - 1-800-CAL-DTIC selection 4
- Contributors' Handbook is available at:
 - <http://www.dtic.mil/dtic/contribguide>
- Listserv (CODEV-L):
 - Established to answer questions and to obtain feedback on what should be included in the collections

Electronic Document Management System

- Electronic Document Management System
 - A document management system for electronic data capture and optical storage and retrieval
 - Creates Computer Output Microfiche for archival storage
 - Handles classified as well as unclassified documents
 - Focus now is on integrating multimedia processing, the microfilm/microfiche scanning subsystem and electronic document input.

- Information appears in the collection ~ 10 days
- Orders can now be filled more quickly:
 - Request goes to EDMS storage server
 - Image moved from optical storage to print server
 - Mailing label information and document printed and bound on production printer
 - Mail center sends order out

High Speed Scanner

- Three TDC Docuscan 4000
- Resolution: 300 DPI
- Bitonal / TIFF 6.0 w/ Group 4 compression
- Features
 - Auto Edge Detection centers undersize documents to 8.5" x 11"
 - Onionskin to 200 lb. bond paper
 - Throughput
 - << Rated: 43 pages/min (2-sided)
 - << Actual: 60 Documents/day
 - Max. Document: 8.5" x 14.5"
 - High Reliability

Computer Output to Microfiche (COM) Unit

- MTC 6832 COM Printer
 - 300 dpi output
- Currently integrating Anacomp XFP2000 COM unit with a DataMASTER duplicator, AutoFEED loader, and an AutoSORT collator
- Automate ADD Process

High Speed Laser Printer

- Xerox Docuprint 6135
 - Throughput of up to 135 pages per minute
 - 600 dpi resolution
 - Automatic two-sided printing on sheets up to 14.3" x 17"
 - Staples (<70 pages); Thermal Binding (<200 pages)
 - Color Coded Covers

Web Submissions

- Attached Electronic
 - 298 Web Form
 - Document File
- Web Form
 - Contributor enters required user and citation data
 - Edit checks built in to verify data
 - Field at the top of the Form 298 for attaching electronic document file
 - Button on the bottom of the Form 298 for transferring data to DTIC Server
- Electronic Document File
 - Postscript

- PDF
- Tiff

Access to the TR Collection

- Request search from DTIC's reference staff
- Set up a current awareness and/or an ADD profile
- Search via DROLS - DTIC's online system
- Graphical User Interface is available
- System available from 0630 to 2130 (9:30) ET
- TR on CD-ROM
- 4 quarterly updates
- Contains records accessioned from 1953 to present - 1.4m records
- Windows version is now available

DTIC on the Internet Public STINET

- Fulcrum search engine
- Contents
- Citations to U2 documents in TR database - last 14 years
- ~5000 full-text U2 documents
- News Sources
- Links to DOE, NASA, UC San Diego Science and Engineering Library
- DoD Index of Specifications and Standards
- Research and Development Descriptive Summaries
 - << narrative information on RDT&E programs and program elements
- Air University Library's Index to Military Periodicals
 - << from 1990 to present; updated quarterly
- How To Get It

DTIC on the Internet Secure STINET

- Contents: Everything that you get on the Public STINET PLUS:
- Citations to unclassified/limited reports with abstracts
- ~14,000 U2 full text documents available; soon U/L documents will be available as well
- Unclassified active TEAMS full text summaries - last 5 years

DTIC Web Services for DoD

- DTIC provides approximately 90 web services for the DoD - 7 new ones in 1998
- Continuous network availability is essential
- Many services are DoD mission critical
- Many services are high visibility These web sites have 2M + accesses per week
- These web sites have 2M + accesses per week

New Products DROLS GUI

- For information on the new GUI contact:
 - Wendy Hill or Philip Tomposki
 - DTIC Network Services Branch
 - whill@dtic.mil
 - DSN 427-8265 or (703) 767-8265

Revived and Improved Products

- Notices of Changes in Classification, Distribution and Availability
 - Identifies changes made to a document's distribution statement or classification
 - Issued on a monthly basis
 - Available at no cost

Products Under Development Defense Virtual Library

- Working with DARPA and the Corporation for National Research Initiatives
 - Purpose:
 - << to collect, store and disseminate a collection of digital objects: text, photos, sound, maps, videos, spatial data, architectural drawings, computer programs, instructional materials for the Defense community
 - << provide links to related electronic libraries
 - << serve as a testbed for DARPA-funded research in this area
- Security issues being addressed:
 - Protect data from unauthorized access or inappropriate disclosure
 - Ensure data integrity
- Criteria for materials to be included:
 - Worthy of wide dissemination and long term preservation
 - Original or at least first generation deviation from original

Customer Support Training

- STINFO Training
 - STINFO listserv: listserv@library.afsv.af.mil
 - STINFO homepage developed
 - << web address: <http://www.dtic.mil/stinfo>
 - << features:
 - Ask STINFO Class schedule/registration
 - STINFO web sites Fact sheets
 - What's New in STINFO Who's Who
 - New documentation - AD A328 942

Customer Support DTIC Regional Offices

- Western regional office
 - DSN 833-8980 310-363-8980
 - FAX 833-8972 310-363-8972
 - losangel@dtic.mil
- Southwestern regional office
 - DSN 246-6797 505-846-6797
 - FAX 246-6799 505-846-6799
 - albuq@dtic.mil
- Midwestern regional office
 - DSN 833-8980 310-363-8980
 - FAX 833-8972 310-363-8972
 - dayton@dtic.mil
- Eastern regional office
 - DSN 478-2413 781-377-2413
 - FAX 478-5626 781-377-5627
 - boston@dtic.mil

Discussion of a Commercial Activities Study Recently Completed on the Technical Information Division at NUWC, Newport, RI

**Walter Golembewski and Tracy Mallinson, Naval Undersea Warfare
Center, Newport Division**

Walter Golembewski and Tracy Mallinson gave a presentation on a CA study recently completed at their activity. The presentation opened with an overview of the TID organization, with TID being described as one of several support organizations within NUWC's Business Resources Directorate. This Directorate's charter was described as providing activity-wide support at NUWC, including facilities maintenance; computer and information services; security, safety, environmental compliance; financial and supply management; and commercial acquisition.

TID was then described in some detail. It was shown to comprise traditional TID elements of publications, visual information, and photography workgroups. Information was provided on workload and customer base within each workgroup, and there was some discussion on sub-processes performed within each workgroup.

After this introductory material was covered, the presentation moved on to the topic of a recently completed CA study, which was won by the government. There was discussion of the extent of work required to prepare the CA package, including defining the most efficient organization (MEO), the transition plan, and technical performance plan. These elements were shown to consume considerable resources, and resulted in nearly two years of impact to the TID

organization – both from the standpoint of management attention and from the standpoint of morale and productivity of the workforce whose jobs were under study.

There was then a discussion of TID before and after the CA study. The post-CA organization was shown to have a flattened organizational structure, with two branches and four workgroups being replaced by three workgroups reflecting the three basic business areas. Branch supervisors were eliminated, and were replaced by non-supervisory workgroup coordinators.

There followed a discussion of the tasks required to implement the MEO. These tasks fell into areas of organizational restructuring, realignment of staffing (including elimination of one position), training and readjustment of the workforce, implementation of new workflow procedures, and tracking of workload for audit purposes.

The presentation moved on to points of uncertainty resulting from the CA process -- e.g., the mechanism of accommodating needed changes in the MEO as customer demands and external business drivers change. Also discussed was a concern as how the MEO would impact employee development programs such as upward mobility, and the fact that the CA process resulted in a forced change in TID operating philosophy -- from meeting all customer requirements and providing quality services at competitive cost, to providing essential services at minimal cost.

Positive and negative aspects of the CA process were discussed, with the salient positive aspect being that the organization and leadership structure of TID was strengthened by the process, and salient negative aspect being a predictably low return on investment in this case.

After the formal presentation, there was general discussion on topics covered.

Government Works Published in the Open Literature & Other Copyright Topics

Bonnie Klein, DTIC

Government Works Published in the Open Literature

If you are a DoD employee, you cannot assign rights to your work to a publisher. Your work is not eligible for copyright.

In the case of work performed under a U.S. Government contract or grant, the U.S. Government has a royalty-free license to reproduce all or portions of a work as stipulated in the contract and to authorize others to do so for official U.S. Government purposes.

Authorship & Ownership

- U.S. Government Official Works
- Unofficial Works
Contracted
Collaborations

Permissions
Journal Publishing
Reprints
Statements of Ownership

U.S. Government Official Works

— USC Title 17, Sec 105: Subject matter of copyright: United States Government Works
Copyright protection under this title is not available for any work of the United States Government, but the United States Government is not precluded from receiving and holding copyrights transferred to it by assignment, bequest, or otherwise.

<http://lcweb.loc.gov/copyright/title17/1-105.html>

—USC Title 17, Sec. 101: Definitions:

A "work of the United States Government" is a work prepared by an officer or employee of the United States Government as part of that person's official duties.

<http://lcweb.loc.gov/copyright/title17/1-101.html>

Work Made for Hire

- USC Title 17, § 101. Definitions. <http://lcweb.loc.gov/copyright/title17/1-101.html>
a work prepared by an employee within the scope of his or her employment

- U.S. Copyright Office Circular 9: Works Made for Hire Under the 1976 Copyright Act
<http://lcweb.loc.gov/copyright/circs/>

Employer-Employee Relationship Under Agency Law

“Official” is used in the Copyright law as part of the definition of a “work of the U.S. Government.” The commentary in the NII, notes that although wording of the definition is not identical to that of a “work made for hire,” the concepts “are intended to be construed in the same way.” HOUSE REPORT at 58, reprinted in 1976 U.S.C.C.A.N. 5672.

A “work made for hire” is—

(1) a work prepared by an employee within the scope of his or her employment; or

(2) a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. For the purpose of the foregoing sentence, a “supplementary work” is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwards, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes, and an “instructional text” is a literary, pictorial, or

graphic work prepared for publication and with the purpose of use in systematic instructional activities.

Employer-Employee Relationship Under Agency Law. Supreme Court in CCNV vs. Reid.

Identified Factors:

- (1) Control by the employer over the work
- (2) Control by employer over the employee
- (3) Status and conduct of employer

DoD Official Works

DoDD 5230.9 Clearance of DoD Information for Public Release, April 9, 1996, ASD(PA)

http://www.defenselink.mil/admin/dd5230_9.html

- Definitions: **DoD Employee**

Any DoD civilian

Any active duty military

Any Reserve or National Guard on active duty

Any Reserve or National Guard performing official duties while on inactive duty or while earning retirement points

Any faculty member and any student of an academy, college, university or school of the DoD

Any foreign national working for a DoD Component

- Definitions

- 1. DoD Employee

- a. Any DoD civilian officer or employee (including special Government employees) of any DoD Component (including any non-appropriated fund activity).

- b. Any active duty Regular or Reserve military officer, warrant officer, and active duty enlisted member of the Army, Navy, Air Force, and Marine Corps,

- c. Any Reserve or National Guard member on active duty under orders issued pursuant to 10 U.S.C. (reference (u))

- d. Any Reserve or National Guard member performing official duties, including while on inactive duty for training or while earning retirement points, pursuant to reference (u), or while engaged in any activity related to the performance of a Federal duty or function.

- e. Any faculty member in a civil service position or hired pursuant to reference (u), and any student (including a cadet or midshipman) of an academy, college, university, or school of the Department of Defense.

- f. Consistent with labor agreements and international treaties and agreements, and host country laws, any foreign national working for a DoD Component except those hired pursuant to a defense contract.

- Definitions: **Information**

Any communication or representation of knowledge such as facts, data, or opinions in any medium or form.

- Definitions: **Official DoD Information.**

All information that is in the custody and control of the Department of Defense, relates to information in the custody and control of the Department, or was acquired by DoD employees as part of their official duties or because of their official status within the Department

- **Paragraph 8:** Implied Definition:

Acting in a private capacity and not in connection with official duties.

Not done during normal duty hours or with the use of DoD facilities, property, or personnel does not use official DoD information generally not available to the public

- 8. DoD personnel, while acting in a private capacity and not in connection with their official duties, have the right to prepare information for public release through non-DoD forums or media. Such activity is authorized if:

- a. No laws or regulations are violated.

- b. Ethical standards and compliance with DoD Directive 5500.7 and DoD 5500.7-R (references (q) and (r) are maintained.

- c. The preparation activities are not done during normal duty hours or with the use of DoD facilities, property, or personnel except as authorized by references (q) and (r).

- d. The author does not use official DoD information generally not available to the public and which would not be released under DoD 5400.7-R (reference (m)).

Service Definitions:

AFI 61-202, U.S. Air Force Technical Publications Program, Paragraph 10.6.

AR 70-45 Research, development and Acquisition STINFO Program,

UNOFFICIAL MATERIAL is defined as manuscripts prepared by the Department of the AF/Army civilian or military personnel as private individuals on off-duty time and in which the Government has no proprietary interest. Such articles are unofficial even if the authors were permitted and encouraged by official supervisors to write them, and the articles concern work done as part of Army R&D activities.

Contracted Works

Defense Federal Acquisition Regulation Supplement

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

Rights in Technical Data. 227.7103-4

License rights, (a) Grant of license.

The Government obtains rights in technical data, including a copyright license, under an irrevocable license granted or obtained for the Government by the contractor. The contractor or licensor retains all rights in the data not granted to the Government. For technical data that pertain to items, components, or processes, the scope of the license is generally determined by the source of funds used to develop the item, component, or process. When the technical data do not pertain to items, components, or processes, the scope of the license is determined by the source of funds used to create the data.

DFARS Section 252.227-7013

Rights in Technical Data - Noncommercial Items

<http://www.acq.osd.mil/dp/dars/dfars/html/252227.htm>

(11) Government purpose. Means:

(i) any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations.

(ii) Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government Purpose Rights. Means the rights to-

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

If partially funded... (13) "Limited rights"

Means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is-

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

If fully funded.....(15) "Unlimited rights"

Means the rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

Publishing in the Open Literature Collaborations/Joint Authorship

In the case of multiple authorship where one or more authors are Government employees but at least one author is not, the non-government author may sign the Copyright Transfer Form unless they have assigned the copyright to the Government.

Notice of government rights Contracted Works

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In a past DLA legal counsel opinion, dated 9 Jul 1990, DTIC was advised that: Regardless of copyright ownership, the Government is granted and authorized to grant to others, a nonexclusive, paid-up worldwide license for Government purposes in any work first prepared, developed, or generated under a DoD contract. In addition, a contractor must grant to the Government and authorize the Government to grant to others the same license in any work acquired under the contract when the copyright is owned by the contractor. This license is a matter of contract and flows from the clause, Rights in Technical Data. Under this clause, the Government may reproduce and distribute copies of the work to the public or have others do so for Government purposes....In those instances where only a copyright notice appears on the document, it is still appropriate to rely on the Form SF 298. The preparers of that form, as the submitter, is certainly in the best position to have determined if there would be any problems with further dissemination of the material.

Publishing in the Open Literature Publisher Terms

For Government authors, certify the work is not subject to U.S. Copyright

For contracted works, certify and provide documentation of Government Rights.

Include a notice or acknowledgment of Government Rights in the body of the work

Warrant the work as original.

Warrant that portions not original credit the source and are used with *permission*.

**Permissions
Not Needed for Public Domain**

Facts, ideas, names, titles, short phrases, column headings, blank forms, format, arrangement, typography

Official works published by the U.S. Government

Works on which the author never claimed copyright

Works on which the term of copyright has expired

Copyright Information Circulars and Form Letters

<http://lcweb.loc.gov/copyright/circs/>

31 – Ideas, Methods, or Systems

32 – Blank Forms and Other Works Not Protected by Copyright

34 – Names, Titles, Short Phrases not Copyrightable

**Permissions
P.L. 105-298, 27 Oct 98
The Sonny Bono Copyright Term Extension Act**

<http://lcweb.loc.gov/copyright/legislation/s505.pdf>

Works Created after January 1, 1978 :

Life of the author + 70 years

Joint works: Life of the last surviving author + 70 years

Anonymous, pseudonymous, works made for hire:

95 years from date of first publication or

120 years from the year of creation, whichever expires first

Presumption of Author's death

After 95 years from publication or 120 years from creation, whichever expires first, author is presumed to have been dead for 70 years if Copyright Office records do not indicate that the author is still living or died within the past 70 years.

When Works Pass Into the Public Domain

<http://www.unc.edu/~unclng/public-d.htm>

Works created but not published before January 1, 1998

Same as post Jan 98 works, but term expires no earlier than Dec 31, 2002

If published before Dec 31, 2002, term expires Dec 31, 2047

Permissions Needed

Single quote from a source more than 250 words.

Two or more quotes averaging 150 words each from a single source.

Artwork, photographs, or forms from a copyrighted source, especially museum publications.

Charts, tables, and graphs.

All or part of a poem, song, music.

Content format change (e.g., from computer screen to print material).

Significant portion of a work, more likely needed if the source material is short.

Unpublished materials

John Wiley & Sons, Inc. Author Guides for STM Books:

Copyrights and Permissions

<http://www.wiley.com/authors/guidelines/stmguides/3content.htm>

Permissions Guides & References

US Copyright Office Circular 22: How to Investigate the Copyright Status of a Work
<http://lcweb.loc.gov/copyright/circs/>

U.S. Copyright Office Copyright Internet Resources:
<http://lcweb.loc.gov/copyright/resces.html>

Literary Market Place R.R. Bowker:
http://www.bowker.com/catalog/home/entries/p33_c1.html

Copyright Law & Graduate Research by Kenneth Crews, UMI:
<http://umi.com/hp/Support/Dservices/copyrgh/index.html>

Author Guides for STM Books: Copyrights and Permissions, John Wiley & Sons, Inc.:
<http://www.wiley.com/authors/guidelines/stmguides/3content.htm>

University of Texas Crash Course in Copyright: Getting Permission
<http://www.utsystem.edu:80/ogc/intellectualproperty/permisn.htm>

Copyright Permission Pages: A Service of the Professional Center Library for Law and Management,
Wake Forest University, Compiled by Haibin Hu and Thomas M. Steele
<http://www.law.wfu.edu/library/copyright>

Property Rights in the Electronic Dawn by Donna A. Demac
<http://www.ilt.columbia.edu/projects/copyright/papers/iltdocs/demac2.html>

The Institute for Learning Technology Guide to Copyright
<http://www.ilt.columbia.edu/projects/copyright>

Other Copyright Topics

Digital Millennium Copyright Act
CENDI Copyright Working Group
Defense Virtual Library
Handle System
Digital Object Identifiers (DOI)
DoD Web Administration Policies

Digital Millennium Copyright Act

Public Law 105-304 , 28 Oct 98

<http://lcweb.loc.gov/copyright/penleg.html#pl105-304>

TITLE I: WIPO TREATIES IMPLEMENTATION

Circumvention of Copyright Protection Systems.

Exceptions: Reverse Engineering, Enforcement and Intelligence Activities, Encryption Research,
Regarding Minors, Nonprofit Libraries, Archives, and Educational Institution

Copyright Management Information

Limitations on Liability

TITLE II: ONLINE SERVICE PROVIDER LIABILITY
TITLE III: COMPUTER MAINTENANCE OR REPAIR COPYRIGHT EXEMPTION

CENDI Copyright Working Group

Convened Nov 97
Issue Paper May 98
CENDI Principals Concept Approval
May 98
FLICC/LC General Counsels Forum Feb 99
Next meeting May 99

Defense Virtual Library <http://tic-rep.cnri.reston.va.us/dvl> Four Components

Repository

Standard set of interfaces that define the ways repositories interact with each other and with other services.

Search System

Commercial off-the-shelf

InQuery--Dataware Technologies

Handle System (Global Name Resolver)

Unique for individual items of intellectual property (DOIs)

Location independent.

Metadata (LC MARC records, DVL records, Dublin Core)

Bibliographic

Terms and conditions

Collection management information

Client Interface

Standard web browser.

The point of the Repository is to have standard ways to move digital objects around from one place to another without the user having to know the specifics of how the digital objects were in fact stored.

For example, the Repository Access Protocol knows about rights and permissions. It knows rules for disseminating various kinds of digital objects.

The point is for a user to be able to ask for a digital object over the Internet without having to know exactly who stored it, where, or how.

Handle System: A URN is a Uniform Resource Name. It gives you the location where a digital object resides.

Many of you have heard of DOIs. This is the Handle System as adopted by the commercial publishing community. Both the Handle system and the DOI system were developed by Corporation for National Research Initiatives and CNRI still manages system administration for both.

There is a global handle server that is mirrored in California that knows how to find all the local implementations, one of which would be DTIC service the Department of Defense.

It ensures that two different digital objects are not given the same name. But a unique name can direct the user to different locations to find duplicate copies of a digital object.

The Handle system is optimized for speed. To do that absolutely you would need to use totally non-semantic numbers. That is no numbers that carry information that is human readable or “human decipherable.” You can see that LC has not done this entirely and DTIC has done this only partially by wanting the 100 numbers as our own.

“Opaque string” means it’s a pure number and randomly assigned.

Further Information

- **Julie Gibson** -- jgibson@dtic.mil
- **Marcia Hanna** -- mhanna@dtic.mil
- <http://www.cnri.reston.va.us/>

- Programs and Activities
- Defense Virtual Library
- Digital Object Architecture Project
- Digital Object Identifier System
- Handle System
- Repository Architecture

If you want to talk to people about this project here are your DTIC contracts.

Many of you know Julie Gibson has retired but we are expecting her back to work part time as a retired annuitant.

If you want formal careful descriptions of the DVL look at CNRI’s web site.

Web Site Administration

Policies & Procedures, 25 Nov 98

<http://www.defenselink.mil/admin/about.html#WebPolicies>

Part II - Procedures. Paragraph 3.5.5 - Information Posting Process, Content Review, Copyrighted Material.

Copyrighted material will be used only when allowed by prevailing copyright laws and may be used only if the materials relate to the Component’s mission. Consult with Counsel when using any copyrighted material.

Competitive Sourcing (Outsourcing) & Privatization

Jack Bishop, Lt Col (Retired), Kirtland AFB, New Mexico

Disclaimer: The views expressed in this presentation do not represent the views of the agency or anyone else for that matter.

OBM terms

- Outsourcing: acquire products or services from external sources or providers
- Privatization: exit a business line, terminate an activity, or sell govt assets or capabilities
- Competition: with the private sector on a recurring basis even after an in-house win
- Commercial Activity: product or service that is, or could be, obtained from a private sector source

What's Driving O & P?

- \$\$\$ Reductions (O & M)
- Personnel reductions
- Govt should not compete w/citizens
- Govt reliance on commercial
- Achieve economy and enhance productivity
- quality through competition
- External/internal reports (GAO, DSBK, AFPD)

Why O & P Now?

- Need for businesslike & better managed govt
- Need for competition & choice
- Need to improve program goals
- Must create "good employer" relationships
- Must make sound long-term business decisions

Comparison of O & P

Dimensions	O	or	P
Labor	major		minor
Capital equip	min		max
Time	short		long
Responsibility	USAF		contractor
Control	max		min
Cap Investment	minor		major
Ownership	public		private
End result	own		divest

A-76 Short History

- 1955: bureau of budget bulletin # 55-4 (rely on private sector)
- 1957: bulletin # 57-7 (cas & CC concepts)
- 1959: bulletin # 60-2 (more CC details)
- 1966: activate agency wide
- 1976: initial implementation guidance
- 1979: allowed govt to compete
- 1983: revised circular (CA definitions)

Competitive Sourcing Philosophy

- A-76 compares in-house, commercial, ISSA or any combination
- A-76 is not contracting out—it's competition

- A-76 is a MAKE OR BUY comparison
- A-76 levels the playing field between public and private offerors

Competitive Sourcing Cookbook

- Develop PWS/QASP (perform job analysis)
- Develop Management Plan & MEO & TPP
- Develop in-house cost estimate
- Issue IFB or RFP
- Compare the two alternatives
- Begin public review/appeal period
- Award contract or cancel solicitation (MEO)

Process Improvements

- Cost data (data bases) more readily available and reliable (adjust as required)
- No ideological preference
- PWS improvements
- MEO based on reinvention, eliminates inefficiencies, protects procurement process, generates savings
- Competitive costs
- Participation rules * & rights (employee/union participation and administrative appeals)
- GAO reviews

Current O & P Goals

- Achieve lowest cost & best quality
- Expand employee/private sector participation
- Reduce govt administrative burden
- Expand competition
- Level the playing field
- Continuous process improvement
- Concentrate on core competencies
- Preserves critical support capability for less
- Leverage to rejuvenate family housing
- \$\$\$ for modernization & combat superiority
- Reduce end strength

Needs Fixing

- Inherently governmental functions
- Process extremely slow (review & approval)
- Process inherently flawed (mission/A-76)
- Exemptions a moving target
- Employees in dark
- Conflict of interest rules
- Right of first refusal a misnomer
- Announce studies for maximum effectiveness of FPP
- Expand ISSA play
- Consolidate studies (bundle)
- Small Business/8a/Native American Strategy

Resistance to O & P

- Threat to job security
- Loss of expertise
- Learn new skills
- Shifts in influence, authority, control
- Shifts in communication patterns
- Loss of organization's status
- Change occurs too quickly

Commercial Issues

- Stress competition, not reliance on commercial sector (not us Vs them)
- Level playing field in elusive (MEO)
- Bidding strategy (long term investment?)
- Business opportunities (but not the "contractor's relief ace")
- Protracted schedules

Essentials for Success

- Long term contracts (capital investments)
- Nail down performance specs
- Early industry involvement
- Incentivize industry for "higher performance output"
- Privatize

Conclusions

- National security interests first
- Modernization a top priority
- O & P except "combat arms"
- Real \$\$\$ savings can and do occur
- Creation of "two militaries"
- Think "out of the box" (expedite)

A-76 Studies: You Can Win

John Dempsey, Air Force Research Laboratory (AFRL)

(John joined us via video teleconference from Hanscom AFB, Massachusetts, along with Joe Burke from Wright-Patterson AFB in Ohio.)

It may have been someone from MEVATEC who gave a course at Hanscom on How the Government can Win an A-76 Competition.

The one thing the man said that stuck with me, and that I remember to this day is, "Take a 360-degree look around you and list Everything you do." The more I think about it, the more necessary this seems if you want to win.

My thinking here is that the more different things you do, the harder it is for a contractor to bid. The contractor will need people who can do each of the jobs. This may have been the first thing that improved our luck.

We seemed lucky--either 19, or perhaps 22 companies, expressed an interest in the contract when it was announced in the Commerce Business Daily. Only 3 put in technical proposals. But I don't think it was all luck. There were things we did that made a lot of wannabes hesitant to bid.

We stated the education requirements.

We stated the experience requirements

From my job, we put in why they were needed. I don't know if your lives are as "interesting" as mine is sometimes, but I'm sure that the requirement that they edit, if necessary, for authors for whom English is a second language, and that they do a reasonable job of editing reports written in as little as 50 percent English and the other 50 percent calculus, got some of them to say--If the incumbents don't take our salary offers, how can we know we can get someone who can do the job? This one requires things that we know we don't know how to do--therefore, don't waste effort on bidding.

I went into this with the idea that the contractor wanted to employ GS-3, possibly GS-4 equivalents, with maybe one or two GS-5 equivalents.

One warning, sort of.

In her book "Technical Editing - A Practical Guide", Judith Tarutz, of Apollo, says, "If the only measure of your output is the number of pages you get out, your department will be gone within 5 years." This is in the private sector, and I think she means, not that you will be outsourced, but that the management will decide they can do without your services.

Another piece of advice she gives on editing is that you want to have an impact. Can you catch the one very embarrassing mis-statement in 10 reports that will make the author say, "Oh-oh. It's good somebody caught that one for us." You, as the editor, must now be very diplomatic and not call them a dummy, but just say, "That's one of the things they pay me to do for you. Just part of my job."

This lets somebody know that there is indeed more to your job than counting the split infinitives and, 9 of every 10 times you see which, changing which to that.

The University of Chicago Style Manual has two interesting statements on this topic. In the 14th Edition, paragraph 2.61 says that no attempt should be made to "prophesy" how much time will be required until at least 25 pages of average material have been edited. Paragraph 2.64 says, "The editor will know by instinct and learn from experience how much substantive editing to do on a particular manuscript." and follows up with "Since every manuscript is unique in the amount and kind of substantive editing desirable, no rules can be devised for the editor to follow."

I got substantive editing into the Work Statement, and it didn't seem to register on the contracting people because I took the definition from "The Levels of Edit" When I put in things that explicitly called for decisions to be made, I was told, "You can't put that into a work statement!"

*

Ideally, you will be able to negotiate a stronger statement than I could get of things that call for decisions, which might really derail the process.

Assuming this material gets rid of a significant fraction of the possible competition, what else can you do?

Put in everything else you do that is hard to get into a contract. I think I sort of accidentally picked up on the idea that if it's difficult to write it into a contract, it will be difficult for a would-be contractor to bid on it. So, what do you do that's difficult? I think I was also trying to push the contracting people--more on that later.

You check to see if they talk to their audience: You should be at least subliminally aware that what you are editing is for engineers and scientists who need the information in the report. These people are your audience. Managers and auditors are only one notch removed from the R&D Case Files. If your audience is the R&D case file, you have lost the competition.

The Air Force printing management people used to drive me crazy by assuming that the R&D Case File was the only audience for a Technical Report, and if that's true, then "Good enough for Government work" is good enough. Because you're talking to real people, and not a case file, you need to be sure you are keeping the author honest and on the subject.

There is a good defense of this approach, in the STINFO Handbook and in Chapter 9 (at least it was Chapter 9) Technical Publications Program, the Figure entitled Why Publications are Necessary, lists "Contribute to the Organizational Image" as one of the purposes. I recommended to Joe Burke that he attempt a sentence "The contractor shall strive to ensure that each Technical Report published makes the most cost-effective possible contribution to the organizational image." This probably won't be accepted, but you are trying to get language in somewhere, anywhere, that will specify what you actually do.

One other thing that may have interesting consequences: I put in consultations as one of the duties. This means advising people on how to get things done, and what the possibilities are. I have done more of this than was projected. A low-bid contractor will want to keep this to a minimum, because there may never be any written record of exactly what you told somebody, or what you said to encourage them.

This may make the job of a Quality Assurance Evaluator very difficult. GOOD!~

I tried to get as much of this as possible into the Work Statement. I think it ended up with an unspecified workload being placed on the Government Position created, that they called a Laboratory Information Manager. The idea came from Base Graphics and Base Photo Lab work statements where the Government had a Visual Information Manager. I think this workload was probably understated, but it created a situation in which the companies that wanted to bid would have their bid loaded by the amount of the Lab Information Manager's salary.

A steward for National Federation of Federal Employees Local 1384, which represents Hanscom people, told me very recently that the Air Force auditors were starting to try to check and see if the Quality Assurance function was being properly costed out. The A-76 circular gives a percentage of the contract cost that should be used for Quality Assurance. My position was that it shouldn't be a fixed percentage; as the grade level of the job being contracted out goes up, not only does the grade level of the Quality Assurance person go up, but the amount of time spent as a percentage of the time the contractor's people put in must go up as well. This objection was ignored when I made it, but I hope the auditors reach the same conclusion. It will be harder to ignore them.

I think these things helped us win. The fact that we had a photo lab that often had to do some very difficult photography also helped. Low-bid offerors had much more difficulty with photography than with graphics. The people who understood what was required bid a lot higher.

This gives me a very brief summary of the tactics that won for us:

1. Put down everything you do.
2. Make sure the level of difficulty is adequately stated in the Work Statement.
3. Have a Union that is willing to file a bid protest on your behalf, if necessary.
4. If you really want to help yourself, make the evaluation criteria and the QASP as strong as possible.

This means, take note of the little decisions you make about how much more needs to be done, when a particular job needs to be done (scheduling and rescheduling) and determinations of cost-effectiveness -- having the contractor make a correction, vs. doing it yourself. Then, get the things that you can't make a contractor do, and the things that irritate people who have to work with contractors put into the work statement.

You will end up fighting with your contracting officer, whose job it is to get a contract on the street and have it be something that can be bid on. This inevitably leads to "You can't put that in a contract!" Explain, if possible, that it's part of your job, and if you can't say what you would like to, you have to get the same output by some other language. This will help at least some of the time.

The contracting officer will legitimately tell you, "just tell them what has to be done, not how to do it." You will find that you tend to put a lot of how to do it into your description of the work to be done. You should include any mandatory interfaces. (Defense Automated Printing Service, Government Printing Office, etc.)

I think it will help if you dig in your heels and hold your position as long as possible. The contracting officer needs to understand that there is a particular output required, not just a particular process to be used.

Write up the decisions you make on behalf of the Government, no matter how low-level. Discuss with the Contracting Officer how to have the decisions made when and if there is a contract in place.

Write up the things you do that look like extras. This is where you put in deciding which approach is most cost-effective. Again, explain to the contracting officer that this is a necessary part of the job, because it becomes more expensive to try to make one method work every time.

This, without going into too many details, is what worked for us. We were probably a bit lucky, but I tried to help luck as much as possible.

Things I noticed during the Process: It's a high mental stress job. I hope Sophia Harrison is holding up better than I did, although I would be willing to testify in any class-action lawsuit that the process is hazardous to the mental health of Technical Editors. I don't know how others may handle it, although the Photography people also struggled.

Ask Joe Burke about the gender of his Tech Eval team. The one I was on was all male, and when the female purchasing agent wasn't there, the humor tended to be of the gross 'em out variety. This got to the point where one day, I turned on the other 3 members of our team and said that I could file against them for sexual harassment. And they weren't directing anything at me particularly. It was just somewhere between grim and almost impossible.

And now, THINGS I HOPE YOU DO BETTER THAN I COULD.

As I mentioned before, you will need:

1. A better statement of the qualifications the contractor has to show to be invited to put in a price bid. We were very weak in this area, and were lucky to have the probable low bidder self-destruct instead of being allowed to submit a price. I had asked for a showing of experience, and suggested they put in a sample report. Somebody above my level shot it down, and tried to come up with their own substitute. I was quite unhappy during the Technical Evaluation because there were things in the technical proposal that should have disqualified them immediately, and I was told I couldn't officially take note of the mistakes, because they were not in the Evaluation Criteria.

The statement of education and experience needed will stop a would-be bidder who knows that he doesn't know. It won't stop one who doesn't even know that he doesn't know. This bidder must be disqualified, or the contract can go to someone who doesn't intend to do the work as stated.

2. You may want to put in a projection of things you will be getting into. I was told that having won, I should work to the contract. The people who told me this won't take any responsibility for the possible outcomes. I did a report with a CD-ROM in it even though I hadn't put CD-ROM publication into the contract--we had never done that before.

3. We may have been helped by having Contracting sort of split the work statement. The one we ended up with said that there were things the Government would do if certain things happened to the contractor.

I said, O.K. We now have: On the Government side, there is an MEO (Most Efficient Organization for those of you not familiar with this abbreviation)

On the other side, we have the contractor's bid price and the contractor's organization, Plus the Government people who do the work that could not be put into the contract. When I finish in just a few more minutes, I would like Joe Burke and Sophia Harrison to tell me what's happening in terms of the duties that a just a small fraction of some jobs, but that Contracting is at least reluctant to put into a Work Statement.

One point I was trying to make was that, if the contractor won, job duties would be pulled out of some job descriptions, and assigned to a Government person to be associated with that contract. If the Government won, the MEO would take whatever form might be proposed by the Government--we would not have to match the contractor's arrangement, with its built-in inefficiency in assigning duties. I am always available to myself for consultation. I might not always be immediately available to a contractor person for consultation.

A second point that this brings up is that the contract bid price should be loaded, not only with the Quality Assurance cost, but with the cost of these other Government positions that have to be created to get the work on contract. This is not mentioned in the A-76 circular, but unless this is done, the contractor is bidding on less work than the Government has to do.

If you lose because they mess this one up, it's helpful to have a litigious union.

I think I should recommend that if you don't have one, get some of your people to set up a local, or, more likely, to get the union that is there to come to life and help you if any legal battle erupts.

I'm afraid that's all I can really come up with--the things you do area slightly different at each installation, there are differences in operating philosophy, and there will be differences in what the contracting people at your installation are willing to see in the Statement of Work and how vigorously your supervisor will defend your way against the stated contracting requirements.

GOOD LUCK!

Note from John: The preceding was how I planned to give the talk. I didn't get the paragraph about "Just tell the bidder what needs to be done; don't tell them how to do it" in until Joe Burke mentioned it. As I said in response to Joe's comment, this kind of back and forth is probably unavoidable -- just hope that everyone understands that it is indeed unavoidable.

Responses to Joe Burke's comments :

I think (at least I hope) that the Air Force will be forced into the position I took about conflict of interest on the Technical Evaluation Team. There is supposed to be an objective fact -- either the bidder is qualified or the bidder is not qualified. The truth or falsity of such a statement cannot depend on the identity of the person making the statement. Therefore, the evaluation must stand or fall on how good a case they make when they disqualify a bidder.

This relates to something I did say about the Contracting people wanting to get the maximum number of companies bidding so that they can show they presumably got good competition. Normally, Contracting people are very, very reluctant to disqualify anyone. Our

calculation, as a Tech Eval Team was that if we disqualified the bidder, we faced a 90 percent probability of a bid protest. We therefore figured we had to make our case strong enough so that the Government would be an obvious winner when the bid protest was heard and decided on. I didn't say all of this in response to Joe's comments, but should have. I did mention that the chief of the Tech Eval team did not have his job on the line. We, as a team, had to convince the Contracting officer that she should have us present our case for disqualification to the Chief of Operational Contracting and her legal officer. The Chief of Operational Contracting decided that our case was so strong it would stand up to any challenge, (and then left it to the Contracting Officer to persuade the disqualified bidder that they could not possibly win a bid protest. When a bidder is disqualified the Contracting Officer must debrief the loser, explaining why they were disqualified) (material in parentheses here was something I didn't mention at the conference)

I mentioned about MITRE Corp. being told they could not have an SBIR report because it is a) Proprietary, and b) the rules say that only the contractor has the right to release the report outside the Government.

Finally, I worry -- they say that stress can induce paranoia. Joe, you seem more paranoid than I am about the QAE. Would the Air Force put that big a contract at risk by appointing a completely unqualified QAE?

I suppose they might, and the only remedy would be to have somebody with deep enough pockets (Union support) or a hotshot lawyer working on a contingency fee arrangement sue the contractor "qui tam."

OTHER AT LEAST SEMI-RELATED RANTINGS AND RAVINGS (Continuing comments about the QAE function)

If somebody is forced into retirement because a contractor wins, and then the contractor doesn't do the job, and the Government was the second lowest bidder, the Air Force would need to undo a retirement. The personnel people would love that.

Presumably, at least one person whose job is on the line would be appointed Quality Assurance Evaluator.

Who dreamed up the rule that who you report to would determine what items a single contractor would have to bid on? More different kinds of things to do should give the Government an advantage, although being contracted out because your function reports to the same manager as another less efficient function, and you couldn't offset that cost advantage is a definite downer.

This gets to the unfairness of the process that I didn't have time to talk about yesterday. The driver here seems to be something like, "Contract this out. Oh, by the way, what is it that we're contracting out?" In 1976, the organization for which I was working (800 people) was subjected to a 200-position RIF. One team of scientists was RIFed, and picked up as a group by the Lowell Technological Institute Research Foundation. (It was a purely headcount-driven RIF). There were 3-1/2 Technical Editing positions then, and only one of them was cut. If they could have

contracted all 3-1/2 Technical Editors out, plus the editorial assistants, they could have saved the entire team of scientists. If it is indeed possible to contract my job out, my job should have gone in that RIF. I conclude that the reality is that a feasibility study is an absolute necessity before the A-76 competition is begun. Obviously, this has not been done.

This means that a principal survival tactic is to delay your study until 2-3 years after a contractor has taken over an operation somewhere else. You can then use the cost growth as an argument in your favor. I would expect cost growth, or increases in the number of errata sheets, or both, as a contract gets beyond one year.

Proprietary rights

Joe commented that the people at Wright-Pat keep going back and forth on allowing a contractor access to reports containing Proprietary information. I think (I may have read it as part of the instructions on the DTIC Form 55) that the DFARS say that Distribution B normally means that only the Government (AND ITS SUPPORT CONTRACTORS) (EMPHASIS ADDED) may handle Proprietary Information. A popular Government game has been played here. This regulation, binding on you, specifies that a contractor supplying proprietary information will not be troubled by that fact that a support contractor, and not the Government, is handling his information. As long as you don't look at this absurdity careful, it seems plausible.

I don't know if it was Sharon Serzan, or someone else at DTIC who commented that DTIC was finding some contractors reluctant to send their proprietary information to DTIC, even though the contract said they must, because of fear of compromise. (Domestic industrial espionage)

I guess a Boeing document will have to be compromised to get anybody's attention. Boeing would get the Government's attention by suing for a large amount of money.

This drives me to my own paranoid conclusion: The Government will have to lose somewhere between 2 and 10 competitions that it should have won, and then either have the costs blow up, as I mentioned earlier, or the contractors get caught in giant ripoffs because the performance evaluation criteria, or the Quality Assurance people, or both, are no good.

What does Export Control Mean?

Sharon L. Serzan, DTIC

Purpose

Protect certain US technology with military or space application from inadvertent foreign disclosure inside and outside the U.S.

Critical Technology Definition

- Technologies that consist of :
 - (a) arrays of design and manufacturing know-how (including technical data);
 - (b) keystone manufacturing, inspection, and test equipment;

- (c) goods accompanied by sophisticated operation, application, or maintenance know-how
- that would make a significant contribution to the military potential of any country or combination of countries
- that may prove detrimental to the security of the U.S.
- also known as militarily critical technology
 - from DoDD 5230.25, *Withholding of Unclassified Technical Data from Public Disclosure*

What is an Export? - Simple Definition

The transfer of anything to a “FOREIGN PERSON” by any means, anywhere, anytime, or the knowledge that what you are transferring to a “U.S. PERSON” will be further transferred to a “FOREIGN PERSON”

Key Points

- Governed by laws and implementing regulations
- Control lists of goods and technologies
- Includes associated technical data
 - Export Control Warning Notice
- Requires licensing or approval before export
- Penalties for violation - jail time and fines

Some History

- Sep 1775 - Continental Congress outlawed the export of goods to Great Britain
- Embargo Act, Trading with the Enemy Act, Neutrality Act
- Export Control Act of 1949
- Export Administration Act of 1969

US Export Laws

- Weapons and Weapon Technology
 - Basic Statute: International Security Assistance and Arms Export Control Act of 1976
 - Implementing Regulation: International Traffic in Arms Regulations (ITAR)
 - Product List: U.S. Munitions List (USML)
 - Implementing Office: State Department, Office of Defense Trade Controls
- Strategic Technology
 - Basic Statute: Export Administration Act of 1979 (currently extended by Executive order)
 - Implementing Regulation: Export Administration Regulations (EAR)
 - Product List: Commerce Control List (CCL)
 - Implementing Office: Commerce Department, Bureau of Export Administration

Implementing Regulations

The Two Lists

Commerce Control List (10) US Munitions List (21)

Cat O: Nuclear Materials....

1. Materials, Chemicals...
2. Materials Processing

Cat I. Firearms

- III. Ammunitions
- IV. Launch Vehicles...

- | | |
|----------------------------|------------------------------|
| 3. Electronics Design... | VI. Vessels of War... |
| 4. Computers | VII. Tanks... |
| 5. Telecommunications... | VIII. Aircraft... |
| 6. Sensors | XIV. Toxicological Agents... |
| 7. Guidance, navigation... | XV. Spacecraft Systems... |
| 8. Marine | XVI. Nuclear Weapons... |
| 9. Propulsion Systems... | XX. Submersible Vessels... |

DoD Implementation

- Defense Technology Security Administration (DTSA) - now part of new Defense Threat Reduction Agency
- DoDD 2040.2, *International Transfer of Technology, Goods, Services, and Munitions*
- DoDD 5230.24, *Distribution Statements on Technical Documents*
- DoDD 5230.25, *Withholding of Unclassified Technical Data from Public Disclosure*

Statistics

- Since 1993, the value of goods requiring a license has decreased from \$6.1 billion per quarter to \$2.7 billion per quarter at the end of FY 95
- DOC has eliminated requirements for approval on over \$32 billion worth of exports
- In 1998, aerospace exports totaled \$59 billion
- In FY97, the State Department processed 45,000 export control applications
- In FY97, the State Department approved the export of \$460 million worth of small arms and ammunition
- In FY97, the State Department approved \$25 billion in arms-related exports

The Goal

Finding the balance between national security concerns and trade

New International Regime

COCOM Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies

Militarily Critical Technologies List (MCTL)

Detailed and structured compendium of the technologies DoD assesses as critical to maintaining superior U.S. military capabilities

- Technical Uses
 - Technical foundation for U.S. proposals for export control of dual-use technologies on the Commerce Control List
 - Reference for review of STINFO - Distribution Statement A candidates
- PLEASE REMEMBER - The MCTL is not a replacement for the US Munitions List or the Commerce Control List

What is Critical Technology?

- There are a number of definitions
 - MCTL definition
 - DoD regulations definitions

- Trade secrets
- etc.
- Critical technology = technologies on the U.S. Munitions List and Commerce Control List

Two Reminders

Not all MCTL Entries are
Export-controlled

and

You can not go to jail for
violating the MCTL

DoD and the Export Control Warning Notice

- FOIA
- Public Law 98-94, Department of Defense Authorization Act of 1984 (10 USC 130)
- Governing regulations
 - DoDD 5230.25, *Withholding of Unclassified Technical Data from Public Disclosure*
 - DoDD 5230.24, *Distribution Statements on Technical Documents*
- Exemption (b)(3) - Statutes

Export Control Warning

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C. App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Export-Control Reasons for Imposing Distribution Statements

- Critical Technology - Statements B-X
 - The technology or information is on the Munitions List or the Commerce Control List and release of the technology or information to other than a designated group will have a negative impact on U.S. military activities or help potential adversaries overcome military deficiencies
- Direct Military Support - Statements E-F, X
 - The technical data is export-controlled and of such military significance to another country or to a joint U.S.-foreign program that its release for other than direct support of DoD activities potentially jeopardizes an important military advantage of the U.S.

Distribution Statement X

Distribution authorized to US Government agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with DoD Directive 5230.25. Controlling DoD office is (insert).

Distribution Statement Choices with the Export Control Warning Notice

Distribution Statement Choices with the Export Control Warning Notice

Desired Audience	Distribution Statement
U.S. Government Only	B
U.S. Government and its Contractors	C
DoD and U.S. DoD Contractors	D

DoD Only E
Controlling Agency Only F
Individuals or Enterprises not Associated X
with U.S. Government

Classified vs. Unclassified

- Past Intent: The export control notice is applied to unclassified technical data. Classified data are not marked with the warning because their classification serves the export control purpose.
- Current Thinking: Classified technical data may be marked with the export control notice.

Release of Export-Controlled Data

- USG agencies have access
- Release through certification system
 - DD Form 2345
- Certified Contractor Access List (CCAL)
- Notice to Accompany the Dissemination of Export-Controlled Technical Data
- May be denied under FOIA - Exemption (b)(3) - statutes
(valid by litigation)

Defense Automated Printing Service Update

John Gravelle, DAPS, Kirtland AFB

Notes unavailable.

Using Government Credit Card Service for DAPS

Kathy Parrish, Naval Research Laboratory

Advantages of Using CC to Purchase Printing

- You will FINALLY know the exact price of the printing job because you will see it on your VISA/MasterCard statement
 - You only have to use your cc for purchases less than \$2,500 that are not printed in house.
 - If the purchase is more than \$2,500, a stub must be generated. You have two options:
 - The customer requesting the printing can generate the stub.
 - You can generate the stub.

In either case, after the stub is generated, Supply handles the rest of the transaction electronically.

- releases the bankcard purchase
- receives the bankcard purchase
- reconciles the bankcard purchase

Disadvantages of Using CC to Purchase Printing

- The credit card paperwork didn't replace another form. It's an additional form to fill in before a job goes to the printer.
- At NRL, we don't have the money authority we used to have with the 282s. We used to sign off on 282s up to \$150,000. Our limit now is \$2,500.
- We can't use other divisions' job order numbers on our credit card stub. We have to use our own number, then charge back.
- For TID orders over \$2,500, we lose control. Once Supply takes over, we don't know what's happening to our stubs.
- For orders over \$2,500, where the requesting division is not TID, the requesting division has to prepare the stub for Supply. Now you have two people between you and your printing job.

Procedure for Purchases Less than \$2,500

- Get an estimate from the vendor of the cost to print your publication (usually DAPS).
- Do your credit card purchase, using the estimate (or gusstimate) in the cost line.
- When you describe the job, use the publication number, the title of the publication, and the PTM number. (More information is better.)
- Our DAPS offices still require a DoD Printing Requisition/Order (DD Form) 282 with a PTM number on it.
- Once DAPS receives your printing job with the DD Form 282, they should call for your cc number. Electronically "release" the cc. This electronic release "obligates" the money, I am told.
- So far, DAPS has not asked for a copy of the cc paperwork. All they really want is the 282 and the cc number.
- When the job is complete, DAPS gives me the exact price. I electronically change the estimate to the real cost.
- I usually wait till I receive the job, check it over, and ensure that it does not need to be redone.
- Receive the job electronically. Let the customer know the cost of the job and how you will charge him. Our TID can only use TID job order numbers for our cc purchases.
- Reconcile the job when you receive your monthly statement.

Procedure for Purchases More than \$2,500

- Get an estimate from the vendor of the cost to print you publication (usually DAPS).
- Do your stub, using the estimate (or guesstimate) in the cost line.
- When you describe the job, use the publication number, the title of the publication, and the PTM number. (More information is better.)
- Our DAPS offices still require a DoD Printing Requisition/Order (DD Form) 282 with a PTM number on it.
- Release the stub in the computer and take the original stub and a copy of the 282 to Supply.
- Mail (take) the original, signed 282 and the job to GPO or the DAPS office processing your printing.

- Supply will handle the stub/bankcard purchase order electronically from this point on.
- Let Supply know when you receive the job, so they can "receive" it electronically.

A-76 Competitive Sourcing: How To Win

Dr. C. Robert Nelson, MEVATEC Corporation

AF STUDY SAVINGS*

Orgn Size	Savings
1-25	14%
26-50	16%
51-100	31%
101-300	37%
301-up	41%

*empirical results

STUDY RESULTS

1978-1994

Service	Completed	Total Annual Savings	Percent Savings
Army	510	470	27
Air Force	733	560	36
Marine Corps	39	23	34
Navy	806	411	30
DoD Agencies	50	13	28

STUDY RESULTS

1978-1998

Service	Completed	Total Annual Savings*	Percent Savings
Army	513	470	27
Air Force	774	560	36
Marine Corps	39	23	34
Navy	811	411	30
DoD Agencies	56	13	28

*plus \$528 M over the life of the last 53 done between Oct 95 and Mar 98

STUDY RESULTS

1995-1998

Defense Activity	Completed		Gov't Wins	
	Sing	Mult	Number	Percent
Army	3	0	1	33
Air Force	36	5	17	41
Navy	3	0	0	0
DoD Agencies	1	5	3	50

THREE KEY THINGS

Attitude
Knowledge
Creativity

BASIC A-76 STUFF

Privatization—the Government gets out of the business totally
Outsourcing—the Government competes with contractors to see who will have the responsibility for the work

TYPES OF A-76 STUDY

Direct Conversion—the Government contracts out work; places or trains FTE
Cost Competition—the Government builds a new organization to compete with contractors
Streamlined Cost Competition—your current organization is the MEO

YOU NEED TO KNOW

Performance Work Statement
Quality Assurance Surveillance Plan
Management Plan
Transition Plan
Technical Performance Plan
All in 24 months or less

PERFORMANCE WORK STATEMENT

C-1 General Information
C-2 Definitions
C-3 Government-Furnished Property & Services
C-4 Contractor-Furnished Items & Services
C-5 Specific Tasks
C-6 Publications and Forms
Technical Exhibits

Technical Exhibits:

TE-1 Performance Requirements Summary
TE-2 Workload Data
TE-3 Maps and Work Area Layouts
TE-4 Required Reports
TE-5 Government-Furnished Items
 A. Facilities D. Leased Property
 B. Equipment E. Vehicles
 C. Material
TE-6 Quality Standards

Job Analyses:

Organizational	Equipment
Work	Performance
Personnel	Payment
Material	

**THE MISSION REQUIRES 10 PROCESSES
THE PWS SPECIFIES 8**

Gov't Bid	Contractor
8 x \$8 = \$64	8 x \$7 = \$56

Gov't Bid	Contractor
8 x \$8 = \$64	8 x \$7 = \$56
Contractor WINS!	

Gov't Bid	Contractor
8 x \$8 = \$64	8 x \$7 = \$56
2 Change Orders	
2 x \$14 = \$28	

Gov't Bid	Contractor
8 x \$8 = \$64	8 x \$7 = \$56
2 x \$8 = \$16	2 Change Orders
Total = \$80	2 x \$14 = \$28
	Total = \$84

**Quality Assurance
Surveillance Plan**

- I. Purpose
- II. Methods
- III. Assurance of Performance Measures

Management Plan

Executive Summary

- 1. Introduction
- 2. Current Operations
- 3. Analysis of Current Operations
- 4. Recommendations
- 5. Developing the MEO
- 6. Analysis of Resources Impact
- 7. Define the In-House Quality Control Process

1. Introduction

- A. Purpose
- B. Study Boundaries
- C. Methodology and Approach

2. Current Operations

- A. Mission Statement
- B. Organization & Staffing
- C. Operating Procedures
- D. Workload Data
- E. Equipment Analysis

- F. Facility Analysis
- G. Materials Analysis
- 3. Analysis of Current Operations
 - A. Mission
 - B. Organization
 - C. Operating Procedures
 - D. Workload
 - E. Staffing
 - F. Position Evaluation
 - G. Residual Organization
- 4. Recommendations
 - A. Methodology and Assumptions
 - B. Improvements
 - C. Levels of Responsibility
 - D. Technology, training, restructuring, materials, equipment issues and considerations
 - E. Rationale
- 5. Developing the MEO
- 6. Analysis of Resources Impact on Current Organization
 - A. Funding
 - B. Personnel
 - C. Equipment and Facilities
- 7. Define the In-House Quality Control Process
 - A. Quality Control Methods
 - B. Variations from the QASP
 - C. Specific Implementation

TRANSITION PLAN

- 1. Introduction
- 2. Summary of Process Changes
- 3. Summary of Staffing Changes
- 4. Planning for Implementing the MEO
- 5. Post-Award Decision Activities
 - A. Awarded to MEO
 - B. Awarded to Contractor
- 6. Indicators of Successful Transition to the MEO

APPEALS/PROTEST

Of the 53 Competitions Completed Between October 95 and March 98:

10 appeals filed 1 GAO Protest

50% by Gov't 50% by Contractor

1 A-76 decision overturned in favor of the contractor

88th CEG PROTEST

Issue: In a cost comparison study pursuant to Office of Management and Budget Circular No. A-76, where 14 of 16 agency evaluators held positions under the study and thus subject to being contracted out, a conflict of interest that could not be mitigated was created, and protests

challenging the evaluators' conclusion that all private-sector offers were unacceptable are therefore sustained.

CONTRACTORS:

DZS/Baker LLC and Morrison Knudsen Corporation

Guidance: As required by the FAR, the Government should establish a Source Selection Authority, including assurances that there are no potential conflicts of interest in the membership of the Authority.

Footnote: In light of our conclusion, we need not address the arguments concerning the conduct of discussions or the evaluation of proposals.

A-76 STAYING POWER

A Conjunction Has Occurred:

Balancing the Budget

Reducing Manpower

Weapon System Procurement

SERVICE Incentivization

Paradigm Shift

Guidelines and Tips for Federal Web Sites

Carol Cini, Institute for Federal Printing and Publishing, U.S. Government Printing Office

Organizational Issues

What are the goals?

Who has control of the content?

Who is going to design, maintain, refresh, and promote the site?

Employee usage policy?

What are the Goals?

To Disseminate Information?

To Reduce Printing, Storage, and Mailing Costs?

To Reduce Personnel Costs?

Because the Boss Said "Do it!"

(all of the above)

Who has control of the web site CONTENT?

Webmaster?

Pagemasters?

Director of Public Affairs?

No One?

Who is going to design, maintain, refresh, and promote the web site?

Webmaster?

Graphic Designers?

Programmers?
Marketing Specialists?
Editors?
Who cares?

What keyword(s) are Employees?

SEX
Word most often searched....

<http://www.mckinley.com>

How Much Does a Web Site Cost to Develop?

\$6 million
\$500,000.
\$80,000.

How Much Can a Web Site Save?

COST FOR 2 TAX FORMS
\$10 by mail
\$5 walk-in
\$3 telephone
\$2 CD-ROM
\$0.16 fax on demand
\$0.02 WWW

Legal Issues

1. Copyright/Trademark
2. Disclaimer
3. Privacy
4. Label
5. FOIA
7. Records Management
8. Links

Which is the Official White House Site?

<http://www.whitehouse.net>
<http://www.whitehouse.org>
<http://www.whitehouse.gov>
<http://www.whitehouse.com>
<http://wwwwhitehouse.com>

(It's www.whitehouse.gov)

Copyright/Trademark

Are all Federal pages public domain?
Can a Government agency obtain a trademark?

Disclaimer

To protect yourself and the public, a disclaimer might be the solution.

Privacy Issues

Where do you draw the line?

Label

COMING IN THE FUTURE?

This site contains graphics and/or language that may not be appropriate for minors.

FOIA

Effective November 1, 1997

Use information technology to deploy their public reading room records.

Records Management

Here today, gone tomorrow!

ASCII and SGML

Links

If you can link to a different domain name, advise the user that they are leaving the site and that the link is for informational purposes only and in no way should be construed as an endorsement.

Some Design Tips

1. Resolution
2. Browsers
3. Page Length
4. Body/Content
5. Graphics/Sound/Video
6. Navigation

Resolution

640 x 480

800 x 600

1024 x 768

Browsers

Look at the web page using different browsers

NETSCAPE

MICROSOFT EXPLORER

Home Page Length

- Best to make the page fit one window screen
- Time to refresh if more than two pages

Alternatives to Scrolling

Offer the ability to search.
Offer ability to search alphabetically.
Offer a few options for quick access.

Body/Content

The body/content is the most important aspect of your home page and web pages.

Graphics/Sound/Video

Don't forget that content is king.
Graphics/Sound/Video attract up to point.

Navigation

Duplicate navigational headers on your pages and include a pointer back to your home page.

Marketing Tips

Title of the Home Page

The title is not part of the text of the document, but is a property of the whole and is a good marketing tool.

Meta Tags

```
<html>
<head>
<title>
</title>
<meta name="description" content="The Interlaboratory Committee on Editing and Publishing
(ILCEP) was established in 19 by the Navy West Coast Laboratories engaged in research....">

<meta name="keywords" content="scientific and technical publishing, technical reports,
publishing technical reports, technical report problems, scientific and technical information,
publishing techniques, ethics in technical and scientific publishing, submission of electronic
materials, publishing challenges, publishing positions, scientific and technical challenges.">
</head>
<body>
</body>
</html>
```

Alt Tag

```
<html>
<head>
<title>
</title>
<meta name="description" content="The Interlaboratory Committee on Editing and Publishing
....">
<meta name="keywords" content="scientific and technical...">
</head>
```

```
<body>

</body>
</html>
```

Key Words

Use phrases rather than single words.
Include words that are often misspelled.
Don't spam!

Location, Location, Location

1. Add your site to search engine and directory databases.
2. Link to other related Web sites.
3. Publicize your Web site.
4. Check out your score with scorecheck or did-it.

<http://www.submit-it.com>
<http://www.CentralRegistry.com>
<http://www.scorecheck.com>
<http://www.did-it.com>

Benefits

1. Customers have 24 hour access.
2. Reduce your operating costs.
3. It allows you to operate from any location.
4. Expands your market penetration.
5. Instant delivery of information.
6. Display items not normally available to the public.
7. It tells your customers that you are on the leading edge of technology

Resources

1. WWW Consortium
www.w3.org
2. World Wide Web Federal Consortium
<http://www.ncsa.uiuc.edu/alliance/partners/AlliancePartners/GovernmentPartners/W3FederalConsortium.html>
3. Webmaster's Forum
www.itpolicy.gsa.gov/mke/fedwebm/fedwebm.htm

AFMC Scientific and Technical Information Digital Publishing

Pat McWilliams, HQ AFMC/SCDP

STINFO Digital Publishing Projects - Background

- Geographically dispersed organizations perform research under Air Force Material Command or use STINFO policy when disseminating their information
- Several restrictions on documents
- Lack of \$ and People To Prepare Traditional Documents
- Daily Publishing Required for Some Users
- DTIC Involvement Needed
- Registration of Users
- Management of STINFO Type Databases
- Ability of third parties to edit WUS before submission
- Ability to search and access technical documents

STINFO Digital Publishing Projects

- Fits many AFMC Projects:
 - Technical Effort (TEAMS) Publishing > STINT
 - Technical Reports > STINT
 - Technical Orders > Warner Robins Project
 - War Plans > AFMC/XP-AO

STINFO Digital Publishing Current STINT Tasks

- Web STINT Technical Effort And Management System (TEAMS) development and deployment
- Web STINT Technical Report (TR) development and deployment
- Maintain and support existing client server STINT application
- Enhance database

STINFO Digital Publishing STINT - TEAMS

- Web STINT TEAMS development and deployment
 - Transfer of existing application to WEB
 - Java implementation of GUI's on Client
 - Java Socket-based approach for communication with database
 - Time frame:
 - Installation July 8
 - April 5 - July 23

STINFO Digital Publishing STINT - TRs

- Web STINT Technical Report (TR) Development and Deployment
 - Conversion Project
 - Develop on-line publishing capability for STINT with web-enabled Form 298
 - Java implementation of GUI's on Client
 - Java Socket-based approach for communication with database
 - Time frame:
 - Installation August 13

- April 25 -August 25
- Users Create Documents in any Software
- Have Editing Focal Points
- Templates, Edits in Software
- Converted to DTIC Requirements
- TIP, PDF, Postscript
- Loaded to DTIC EDMS
- Enhance database With DTIC Cooperation
- Database Configuration
- Analyze and document existing database
- Migrate database from DTIC s12 to s1
- Test and switch over to new database
- Document new database
- Review, analyze and enhance database maintenance scripts
- IITRI generated scripts
- DTIC generated scripts
- Time frame:
- April 19 - September 30

STINFO Digital Publishing STINT -TRs: Milestones

- Monthly Status reports - Last Friday of of month
- STINT TEAMS installation - July 8
- STINT TR installation - August 13
- IPRs every 6 weeks

STINFO Digital Publishing TRs: Issues and Questions

- Security requirements
- Firewalls?
- Users logging on via the Internet or just Intranet?
- Certificates via the Web Server ?
- User name and password login sufficient?
- Encryption requirements on transfer?

STINFO Digital Publishing Current Tech Order Project

- WR-ALC T.O. Modernization and Conversion Activities
- Plans

STINFO Digital Publishing Current Tech Order Project: Problem Definition

- WR-ALC Needed Additional Engineering Expertise and Manpower to Help Prepare End Item Maintainability Documentation
- Fielded Documentation Did Not Accurately Reflect Current System Configurations
- Documentation Needs Re-Baselining and Packaging, i.e. Use of newer IT
- Documentation Must Be Quick-to-Field

STINFO Digital Publishing Current Tech Order Project

- Capture and Accurately Document Engineering, Procedural, Operational & Test/Troubleshooting Changes Regarding ALQ-184 EW System

- Establish Consistent File Formats & Conventions To Facilitate Future Organic T.O. Sustainment
- Ensure Document Accuracy, Quality, Usefulness, Configuration Control and Field Worthiness
- Time T.O. Completion With an Aggressive Equipment Field Deployment Schedule
- Publish T.O.'s for CD ROM Distribution (.pdfs)

STINFO Digital Publishing Current Tech Order Project: Challenges

- No Consistent File Formats, Missing Drawings and Information, Bad References Throughout
- Many Existing Masters Were Paper
- Many Graphics Were Only Available as Hand Drawn Originals
- A Number of New Troubleshooting Procedures Had to be Developed to Reflect New Technologies
- Establish New SPEC-Compliant Master Templates
- Handling and Production of Classified Materials

STINFO Digital Publishing Current Tech Order Project: File Handling

- Classified Documents
 - Self Contained Local Area Network In Secure Work Area w/ Removeable Media Established
 - File Server w/ 2 CAD and 3 Publishing Work Stations
 - R/W Permission Restricted, Assigned on a T.O. by T.O. Basis
 - Software Utilized (AF Directed)
- Adobe FrameMaker 5.5 - Primary Publishing
- AutoCAD R-14 - Graphics
- Adobe Photoshop 5.0 - Raster Edits
 - Adobe Acrobat 3.0 - .pdf Generation for CD ROM

STINFO Digital Publishing - War Mobilization Plans

- 4 Years of Developing and Using
- Going Totally Web Enabled
- DTIC Registers 700+ Users on 14 Sub sets
- Uses Lotus Notes
- Overnight Loading of Data at DTIC
- On line use
- Very well accepted

Business Case Analysis (BCA)

Larry Martin, Naval Surface Warfare Center

Description

- An objective, unbiased analysis of the financial consequences of a proposed business decision
- Findings and conclusions should be based on verifiable facts
- Assumptions and constraints must pass "reasonableness" test
- Analysis supporting the conclusions must be based on sound financial principles

10 Steps

1. Establish team
2. Describe function
3. Identify alternatives
4. Identify/Describe risks and/or constraints associated with each alternative
5. Remove alternatives from consideration
6. Collect costs for each alternative
7. Compare cost to risk for each alternative and choose the best value alternative
8. Determine whether an A-76 cost comparison study is required or necessary
9. Recommend an action
10. Summary Checklist

1. Establish Team

- Define team composition
 - Adjudicator
 - Product line representative/functional manager
 - Technical agent for each alternative being considered, if possible
 - Cost analysis specialist
 - Contract/regulation specialist
 - Legal specialist
 - Human resource specialist
 - Facilitator
 - Customer representative
 - Union advisor
- Define roles and responsibilities
 - Establish sub-teams as needed
- Conduct research, develop analysis and report, provide results
- Develop team goals and objectives
- Develop POA&M for conducting the BCA and implementing the selected alternative

2. Describe Function

- Describe the work being performed
- Identify specialized facilities, equipment, training, and certification requirements
- Quantify the amount of work performed
 - Budgeted manpower assessments
 - Actual manpower usage from previous years
- Describe minimum acceptable standards of efficiency for work performed
 - Define performance measurement standards for each workload
 - Incorporate customer expectations into standards
 - Indicate metrics used to evaluate performance
- Compare how work is currently being accomplished against performance standards

3. Develop alternatives

- Identify outsourcing, privatization or reengineering alternatives
- Obtain information for each alternative
 - Functional descriptions
 - Resource requirements (FTEs, work years, rates)
 - Capacity

- Technology use
- Ability to meet performance standards

4. Identify Risks/Constraints

- For each alternative, evaluate the issues, risks, and constraints associated with:
 - Performance
 - Cost
 - Technology
 - Contractual/regulatory
 - Market/industry
 - Legal
 - Human resources and unions
 - Disaster recovery/business resumption

5. Remove Alternatives

- Remove alternatives from consideration where:
 - Risk is too high
 - Constraints are too formidable
 - Quality/reliability/timeliness is below standards
- Retain for more detailed analysis those candidates that emerge as good candidates by:
 - Price
 - Contract terms
 - Geography
 - Product
 - Specialization
 - Reputation
 - Probability that overall objectives can be achieved

6. Collect Cost Data

- Goal: to develop the current and future cost of doing business for each alternative
- Recurring vs. non-recurring
- Stratification of costs into subcategories:
 - Personnel
 - Material
 - Facilities
 - Indirect
 - G&A
 - Transition
 - Start-up
 - Other

7. Cost to Risk Comparison

- Prepare a side by side cost comparison schedule to highlight areas where potential savings/cost avoidance occur
- Determine how the risks and constraints developed in step 4 affect the cost analysis
 - Conduct a series of “What if?”

- Adjust the cost comparison schedule accordingly
- Output will be a range of costs which are risk dependent
- Select the alternative that offers the lowest cost within a reasonable and acceptable level of risk
 - This assumes that the alternatives have already been screened for quality, reliability, and timeliness

8. A-76 (Yes or No)

- Command leadership will make the final determination
- BCA Team should develop a recommended position
- Factors to consider include:
 - Will A-76 change the outcome?
 - Do we have defensible data?
 - Is there high level Congressional interest?
- A-76 Cost Comparison study is not required for:
 - Functions with 10 or fewer FTE
 - Functions with 11 or more FTE, if all directly affected Federal employees on permanent appointments can be reassigned to other comparable Federal positions (statutory requirement to conduct MEO analysis applies)
 - Functions performed by the military
 - Navy decides to get out of the business altogether (outsourcing from the top)
 - ASN approved waiver, based on results of BCA

9. Recommend Action

- If A-76 Cost Comparison is not required, implement the selected alternative
- Otherwise, conduct an A-76 Cost Comparison study using guidelines provided in the March 96 OMB Circular A-76 Handbook and OPNAV Instruction 4860.7B
- Use the information developed during the BCA process as input
- For reporting and monitoring purposes, maintain a database during and after implementation which includes the following information (as a minimum):
- Workload and functions contracted with the private sector
 - In-house efficiency
 - Actual versus predicted savings (or cost avoidance)

10. Summarize Report

- Is a change recommended?
 - Savings/Efficiency
 - Risk
 - Constraints
 - Quality/Reliability
- Recommended alternative
 - Retain status quo
 - Retain, reengineer
 - Outsource to other DOD activity
 - Outsource to non-DOD agency
 - Obtain from private sector source
 - Outsource

- Outlease
- Privatize
- Is A-76 Cost Comparison Study required?

Team Objective

To develop the best value alternative for technical library and audio/visual services at Carderock, Dahlgren and Indian Head. Our chosen alternative will balance requirements of the three unique divisions with the overall corporate good. Our process will involve all stakeholders and be sensitive to their needs and requirements. We are committed by 13 May 98.

ILCEP Business

Designation of 1999 chair

The 2000 ILCEP chair will be Kathy Parrish of the Naval Research Laboratory, Washington, DC.

Designation of 1999 host/location

The 2000 ILCEP host will be Jamie Leach of the Waterways Experiment Station, Vicksburg, Mississippi.

Adjournment

The meeting was adjourned at 1130, Thursday, April 22nd. Tours of the Kirtland AFB DAPS office were available for those interested.

1999 ATTENDEE LISTING

Ramona Bernard

Naval Air Warfare Center Weapons Division

Liz Casey

Air Force Research Laboratory (Mesa, AZ)

Carol Cini

Institute for Federal Printing and Electronic Publishing, GPO

Barbara Collier

Army Research Laboratory

Brenda Crooks

Naval Health Research Center

Walter Golembewski

Naval Undersea Warfare Center, Newport Division

Sophia Harrison

Army Research Laboratory

Judith Hughes

Defense Threat Reduction Agency

Regina Hunt

Naval Medical Research Center

Janet King

Defense Threat Reduction Agency

Bonnie Klein

Defense Technical Information Center

Jamie Leach

Waterways Experiment Station

Tracy Mallinson

Naval Undersea Warfare Center, Newport Division

Larry Martin

Naval Surface Warfare Center

Pat McWilliams

Air Force Materiel Command

Jan Mosher

Air Force Research Laboratory (Albuquerque, NM)

C. Robert Nelson

MEVATEC Corporation

Lucille Nuanes

Air Force Operational Test and Evaluation Center

Kathy Parrish

Naval Research Laboratory

Judy Pawlus

U.S. Army Medical Research and Materiel Command

Sam Polese

Navy Personnel Research and Development Center

Margaret Putnam

Defense Technical Information Center

Sharon Serzan

Defense Technical Information Center

Christine Stossel

Army Research Laboratory

Shirley Walker

Air Force Research Laboratory (Brooks AFB)