

REQUEST FOR PROPOSALS
ENTERPRISE ARCHITECTURE SUPPORT SERVICES
SOLICITATION # 52-PAPT-2-01007

**RFP CLOSING DATE IS WEDNESDAY, MARCH 13, 2002
2:00 P.M. EST**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS AND PRICES – LABOR HOUR

BASE YEAR				
CLIN	DESCRIPTION	TOTAL EST. HOURS	FIXED LOADED HOURLY RATE	TOTAL PRICE
0001	Technical Project Manager			
0002	Enterprise Architect			
0003	Senior Systems Architect			
0004	Junior Systems Architect			
0005	Subject Matter Expert			
0006	Technical Writer/Editor			
0007	Administrative/Clerical			

OPTION YEAR ONE				
CLIN	DESCRIPTION	TOTAL EST. HOURS	FIXED LOADED HOURLY RATE	TOTAL PRICE
0008	Technical Project Manager			
0009	Enterprise Architect			
0010	Senior Systems Architect			
0011	Junior Systems Architect			
0012	Subject Matter Expert			
0013	Technical Writer/Editor			
0014	Administrative/Clerical			

OPTION YEAR TWO				
CLIN	DESCRIPTION	TOTAL EST. HOURS	FIXED LOADED HOURLY RATE	TOTAL PRICE
0015	Technical Project Manager			
0016	Enterprise Architect			
0017	Senior Systems Architect			
0018	Junior Systems Architect			
0019	Subject Matter Expert			
0020	Technical Writer/Editor			
0021	Administrative/Clerical			

OPTION YEAR THREE				
CLIN	DESCRIPTION	TOTAL EST. HOURS	FIXED LOADED HOURLY RATE	TOTAL PRICE
0022	Technical Project Manager			
0023	Enterprise Architect			
0024	Senior Systems Architect			
0025	Junior Systems Architect			
0026	Subject Matter Expert			
0027	Technical Writer/Editor			
0028	Administrative/Clerical			

OPTION YEAR FOUR				
CLIN	DESCRIPTION	TOTAL EST. HOURS	FIXED LOADED HOURLY RATE	TOTAL PRICE
0029	Technical Project Manager			
0030	Enterprise Architect			
0031	Senior Systems Architect			
0032	Junior Systems Architect			
0033	Subject Matter Expert			
0034	Technical Writer/Editor			
0035	Administrative/Clerical			

B.2 BURDENED RATES

The prices set forth in Section B.1 shall be inclusive of all labor and material costs, burdens, any other direct costs, and profit.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. STATEMENT OF WORK/SPECIFICATIONS

C.1 PURPOSE/OBJECTIVE

The purpose of this contract is to provide the support necessary to initiate, develop, facilitate, and maintain an enterprise Information Technology architecture (EA) for the USPTO in accordance with the Clinger-Cohen Act (Public Law 104-106). The Clinger-Cohen Act of 1996 requires each federal agency to develop an enterprise information technology architecture and each agency CIO is responsible for the facilitation, implementation, and maintenance of the agency's architecture. Other federal laws, policies and regulations mandating and driving enterprise Information Technology architecture include the Government Paperwork Elimination Act, Government Performance Results Act of 1993, OMB Circulars A-130 and A-11, and GAO guidance, findings and recommendations.

The Federal Chief Information Officer Council defines an enterprise architecture as "a strategic information asset base, which defines the mission, the information necessary to perform the mission, the technologies necessary to perform the mission, and the transitional processes for implementing new technologies in response to the changing mission needs." As outlined in the Chief Information Officer Council's *A Practical Guide to Federal Enterprise Architecture* (<http://www.cio.gov>), the primary purpose of enterprise architecture is to inform, guide, and constrain the decisions for the enterprise, especially those related to IT investments. Enterprise architecture offers benefits to the enterprise and to those responsible for evolving the enterprise including:

- the capture of facts about the mission, functions, and business foundation in an understandable manner to promote better planning and decision making
- improved communication among business organization and IT organizations within the enterprise
- architectural views that help communicate the complexity of large systems and facilitate management of extensive, complex environments
- increased focus on the strategic use of emerging technologies to better manage the enterprise's information and consistently insert those technologies into the enterprise
- improved consistency, accuracy, timeliness, integrity, quality, availability, access, and sharing of IT-managed information across the enterprise
- the ability to highlight opportunities for building greater quality, scalability, and flexibility into applications without increasing cost
- achieving economies of scale by providing mechanisms for sharing services across the enterprise, and
- expediting integration of legacy and new systems and supporting the migration of legacy applications to the evolving EA.

Based on the guidance provided by the Chief Information Officer Council's *A Practical Guide to Federal Enterprise Architecture*, OMB Circular A-130, and the Clinger-Cohen Act, the OCIO intends to initiate a comprehensive enterprise Information Technology architecture methodology

that encompasses the multiple EA levels: enterprise, system, application, component, and micro. In order to accomplish and support the multiple-level enterprise architecture methodology, the OCIO will require the services of an enterprise architecture contractor who is experienced in all aspects of designing, developing, utilizing, and maintaining an enterprise architecture of a similar size, scope, and complexity to the USPTO.

C.2 SCOPE OF WORK TO BE PERFORMED UNDER THIS CONTRACT

C.2.1 Scope of Technical Work Effort

The contractor will advise and assist the USPTO in the architecture effort that includes support for activities to evaluate and incorporate emerging technologies, standards, and products into the USPTO enterprise infrastructure. The EA methodology shall be based on proven industry best practices and solutions within an enterprise systems framework. The architecture effort also includes support to develop, evaluate and/or review technical architectures and detailed designs for emerging automated information systems (AISs). Furthermore, it includes assessment and feasibility studies, as required, and support to current and future technology working groups (TWG), as requested. This task provides proof-of-concept prototyping activities and support, as required. Specific support covers the Distributed Computing Architecture Framework and the Firewalls.

- A. The Distributed Computing architecture support includes the effort to migrate and transition current and future AISs to a distributed computing architectural solution. This involves supporting new applications with developing architectural direction while providing assessment of the cost and effort required to implement the migration of USPTO AIS's into the Distributed Computing architecture framework. This includes the identification and assessment of existing and future AISs and the architecture design, as well as prototype requirements definition, for AIS candidates.
- B. The Firewall architecture support includes activities to review and evaluate potential firewall alternatives and to incorporate firewall architecture into future AIS architectures, as appropriate. This includes support to develop, evaluate and/or review technical architectures and designs for firewall related content.
- C. Other architecture support includes the definition, documentation, planning, and coordination of: migrating the operating system of applications on HP Unix or other operating systems; migrating the current web environment to one that better supports e-commerce; evaluating current technology to support optimal storage of large quantities of data, including storage area networks; and evaluating alternative strategies to provide uninterrupted business processing for selected systems at USPTO.

The contractor shall provide technical support to the CIO Enterprise Architect and shall support the Enterprise Architect in the defining of technical issues, researching of problems, and developing alternative solutions. While the contractor may provide solutions and recommendations, the CIO Enterprise Architect, the Enterprise Architecture Committee, and other CIO staff/organizations shall maintain responsibility for the approval/acceptance of the solutions and recommendations. The contract is for technical services only; the purchasing of hardware and software components is not part of this contract.

The contractor shall provide senior technical expertise for the USPTO's enterprise-wide technical environment including logical and physical data architecture, server architectures, systems software, data management services, data interchange services, software architectures, network services, the telecommunications network, information technology security architecture, quality assurance, technical risk management, and configuration control. Under the guidance of the CIO

Enterprise Architect, the contractor shall provide expertise to ensure that the information technology infrastructure is reliable, available, secure, and cost-effective and that the USPTO's critical systems infrastructure remains viable through the management execution of an enterprise upgrade strategy.

The contractor shall provide the technical expertise necessary for the USPTO to establish and maintain a comprehensive enterprise information technology architecture. Emphasis will be on making the enterprise architecture and TRM information readily available and as useful as possible, and will include the documentation of 'best practices,' utilization of a Knowledge/Content Management tool, and for providing enterprise architecture and TRM information in a variety of formats. Under the guidance of the CIO Enterprise Architect, the contractor shall be responsible for the following:

- Defining an architecture process and approach – The contractor shall provide the resources necessary to build a baseline architecture that represents the current environment, build a target architecture that represents the business vision and IT strategies, develop a sequencing plan that describes an incremental strategy for transitioning the baseline to the target, evaluate and recommend an enterprise architecture framework, and support the documentation and publication of fully-accessible enterprise architecture and sequencing plan. The contractor shall provide advice, guidance, and expertise in the selection of enterprise architecture products (graphics, models, narratives, etc.) and toolsets that will be used to document and provide accessibility to the enterprise architecture.
- Developing the enterprise architecture – The contractor shall provide the resources necessary to support the building of the baseline and target architecture including the collection of data that describes the current enterprise architecture (including current business functions and information flows, data models, existing application and systems documentation, technical designs, specifications, and equipment inventories, etc.) and the target architecture (strategic plans, proposed business processes and information flows, modernization plans, etc.). The contractor shall be responsible for the generation, population, and maintenance of the enterprise architecture repository (Technical Reference Model) in a searchable format that provides for increased access, readability, and distribution of the enterprise architecture. The contractor shall support the definition of electronic links among the interdependent information so that interdependencies can be highlighted and understandability of the information is improved.
- Using the enterprise architecture – The contractor shall provide the resources necessary to effectively use the enterprise architecture to implement new projects including the integration of enterprise architecture with the capital investment planning and systems development life cycle (LCM) processes. The contractor shall support the development of processes, procedures, and policies necessary to implement, utilize and institutionalize enterprise architecture within the USPTO environment including the development and delivery of an enterprise architecture training program covering all areas of the enterprise architecture process and methodology. This shall include administration of the training program as well as recurrent training in the EA process and methodology. The contractor shall provide mentoring, knowledge transfer, and technical advice/assistance/ guidance to systems development project teams on technical architecture-related issues and emerging trends in the industry. This shall include providing best practices mentoring and training in the areas of high-level and micro design with a goal of institutionalizing best practices for these activities. The contractor shall support the alignment of the USPTO's Technical Standards and Guidelines (TSGs) and other life cycle documentation with the EA methodology.

The contractor shall make recommendations to the CIO Enterprise Architect and the Enterprise Architecture Committee for all relevant parts of the enterprise architecture including, but not limited to, business, information, data, application, infrastructure, security, and standards. The contractor shall maintain enterprise architecture alignment with the organization as it evolves and shall review the business and technical solution throughout the life cycle to assure compliance with the enterprise architecture. As directed by the USPTO, they shall perform incremental reviews and assessments to determine whether the project's products and documentation comply with the enterprise architecture products that have been approved through previous review processes. These reviews and assessments will result in recommendations to the CIO Enterprise Architect.

- Maintaining the enterprise architecture - The contractor shall provide the resources necessary to maintain the enterprise architecture through oversight processes and independent verification. As directed by the USPTO, they shall periodically assess and re-align the enterprise architecture to ensure that the baseline architecture accurately reflects the current status of the information technology infrastructure and that the target architecture reflects the business vision of the enterprise and the appropriate technology advances that have occurred since the last release. These reviews and assessments will result in recommendations to the CIO Enterprise Architect.

The contractor shall provide technical support for application architecture functions and activities including the determination and development of an appropriate coexistence strategy and/or transition of Cool:Gen to Java and J2EE, recommendations for new design tools and support for use of a universal modeling language, development of strategies for institutionalizing and transitioning to component-based development, identifying opportunities for component development, and determining reuse strategies.

The enterprise architecture contractor shall be responsible for providing guidance, direction, oversight, and policy initiatives but will not be responsible for the day-to-day implementation of application architecture initiatives. Development, implementation, and maintenance shall remain the responsibility of the Systems Development and Maintenance (SDM) contract, the Systems Engineering and Technical Assistance (SETA) contract, and the Facilities Management and End User Support (FMEUS) contract.

Enterprise architects must learn the business drivers of the USPTO. They must understand the major business requirements and how the requirements are evolving. Examples of enterprise architecture roles that will be supported by the contractor include:

The Applications Architect designs applications which may run on multiple platforms and may be composed of multiple software packages, middleware elements, databases, and other assets. The Applications Architect performs critical evaluation and recommendation of the software and hardware components and prepares for the development of applications by evaluating and recommending development methodologies and tools. It is expected that the Applications Architect will be familiar with the content and use of skilled use patterns such as Buschmann Architecture Patterns, Fowler Analysis Patterns, and Gamma Analysis Patterns.

The Application Integration Architect examines the critical applications and designs the type of integration most needed between applications. The AI architect considers the broad range of interfaces, from the simple exchange of data to multi-level integrated process flow. Understanding the different types of integration required will enable the AI architects to develop criteria for recommending AI tools. The AI architect is responsible for enterprise-wide high level design especially as it relates to the design of automated information systems (AIS). The AI architect establishes criteria for the evaluation of COTS for inclusion in the design of the integration infrastructure.

The Business Architect designs methods to capture and measure business drivers. The business architecture is a foundation to all enterprise architectures.

The Infrastructure (Compute Server/Platform/Network) Architect designs platform solutions to support applications, including their integration with database, network, and storage solutions. The architect will need to consider server consolidation. Server performance will also be a major concern for this architect.

The Operations Architect understands the range of processes, technology, and resources needed to support a wide range of service level commitments, from less demanding infrequently used applications to highly responsive 24x7 applications. The Operations Architect designs solutions to make best use of competing resources, assuring the appropriate measures for responsiveness and continuity of operations. The Operations Architect makes best use of tools for monitoring and sending alerts on problems. The Operations Architect also ensures that AIS and network components (servers for example) are considered within the infrastructure.

The Security Architect learns the key security and privacy requirements and uses them to select the appropriate technology and design secure business solutions. The range of solutions extends to the appropriate use of PKI, intrusion detection, VPNs, single sign-on, firewalls, and all elements of application-level security.

The Data Architect designs databases to support the development of application solutions and is responsible for the design of the data used, updated, and produced by the application. The data architect uses data modeling to help generate application solutions.

The Storage Management Architect understands the wide range of hierarchical data storage solutions from on-line to near-line to remote (backup and archive) storage. Types of file systems, physical storage volumes, and logical storage volumes contribute to good storage designs. The storage management architect knows when to apply a network-based storage solution, such as network-attached storage or a storage area network. The storage designs match the storage load and retrieval capability to the system requirements. The Storage Management Architect also determines the optimal storage management process and procedures.

The Information Assurance Architect understands the hierarchy of server and storage options for higher availability. For compute servers, this includes redundant servers, hot standby servers, and automatic fail-over of servers. For storage, this includes the range of available RAID protection. High availability includes the use of remote sites with replication of servers and storage at least for critical systems. The information assurance designs match the selected options to the system requirements for availability and business continuity. The Information Assurance Architect defines the AIS service availability requirements, processes, and procedures.

The Presentation/User Interface Architect understands the multitude of applications needed for regular use by classes of examiners. The architect designs user interfaces for ease of use, adoption for work at home, and accessibility.

The Desktop Architect understands the hardware, software, and network options for a limited range of standard desktop environments. The architect designs desktop environments for ease of use, efficiency of support, and economy of periodic replacement.

The Developer Tools/Integrated Development Environment (IDE) Architect understands the tools for developing a wide range of applications, from web-based to distributed to multi-tiered. This includes tools for building systems from data models or process models. The architect recommends the appropriate tools for the applications, mindful of the investment and training

needed for the developer staffs. The IDE Architect develops the strategy for the use of IDE's within the Technical Reference Model.

The Distributed Computing Architect understands component-based distributed computing environments. The architect designs for modularity, scalability, performance, and component re-use. Web-based applications are especially appropriate for distributed computing architectures.

The Search Systems Architect understands text, image, and complex document searching, including documents in XML. This includes understanding search engines, their dependency on well-structured search indexes and dictionaries of terms, and their interaction with files and databases. The architect designs for precision, recall, and performance.

C.3 QUALIFICATIONS OF CONTRACTOR PERSONNEL

This subsection describes the requirements specific to the type of contractor personnel needed and the overall skill requirement. Directly applicable experience in EA of a similar size and scope to that at or contemplated by the USPTO is strongly preferred in terms of both overall requirements and specific staff positions.

C.3.1 Labor Categories

The USPTO estimates a requirement for a total of 24,000 hours of effort to be provided for each year of the contract (base year plus four option years). The exact mix needed across all years of the contract cannot be precisely predicted. However, for the base year of the contract, the USPTO estimates that the following EA architecture skillsets will be required on a full-time basis:

- Applications Architect
- Application Integration Architect
- Infrastructure Architect
- Operations Architect
- Security Architect
- Storage Management Architect
- Presentation/User Interface Architect
- Distributed Computing Architect
- Search Systems Architect

The USPTO reserves the right to shift this distribution as needed to fulfill mission objectives and to keep within budgetary constraints.

The EA contractor shall provide technical staff comprised of professionals in technical project leadership and a full range of EA disciplines. The following is a listing of the labor categories that the USPTO considers necessary under the scope of this contract. As necessary, additional labor categories may be added in order to fulfill staffing requirements under the scope of this contract.

Labor Category

Technical Project Manager (Key)
Enterprise Architect
Senior Systems Architect
Junior Systems Architect
Subject Matter Expert
Technical Writer/Editor
Administrative/Clerical

C.3.2 General Personnel Requirements

The Contractor shall provide the technical personnel with the necessary skills to complete the scope of work defined in section C.2, SCOPE OF WORK TO BE PERFORMED UNDER THIS CONTRACT. Collectively, contractor personnel responsible for performing under this contract shall possess senior level technical skills, to include:

1. Detailed working knowledge and experience in enterprise architecture including all 14 of the EA roles defined in Section C.2.1
2. Experience in the development, implementation, utilization, and maintenance of an enterprise architecture methodology
3. Detailed working knowledge of and acumen in the employment of information technology, including knowledge of logical and physical data architectures, network communications, nodes, operating systems, applications, data base servers, application servers, web servers, middleware, and telecommunications
4. Detailed working knowledge and experience in information technology security design, operations, encryption, information access, and authentication processes
5. Detailed working knowledge and experience in application architecture and component-based development
6. Demonstrated ability in performing technical enterprise architecture and application architecture studies, reviews, assessments, and analyses and making specific recommendations based upon those studies and analyses
7. Demonstrated ability in developing enterprise architecture and application architecture processes, policies, guidelines, and training programs based on industry reference models and standards
8. Demonstrated management expertise in all EA areas but especially the 14 EA roles specified in Section C.2.1

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

SECTION D - PACKAGING AND MARKING

D.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

There are no clauses incorporated in this section.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.246-06	Inspection—Time & Material and Labor Hour	MAR 2001
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SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

<u>CONTRACT PERIOD</u>	<u>PERIOD OF PERFORMANCE</u>
Base Period	Date of award through 12 months thereafter
Option Period 1	Date of option exercise through 12 months thereafter
Option Period 2	Date of option exercise through 12 months thereafter
Option Period 3	Date of option exercise through 12 months thereafter
Option Period 4	Date of option exercise through 12 months thereafter

F.3 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

F.4 DELIVERABLES

The contractor shall deliver all technical products to the USPTO as required and specified in each task order. All documentation and deliverables shall conform to the specifications defined within the task orders. The number of copies, specific instructions for the medium and format for electronic copies, and other instructions about deliverables will be specified in the task orders. The contractor shall provide electronic deliverables in a format compatible with the USPTO environment. As appropriate, products delivered under this contract will conform to approved CIO Technical Systems Guidelines (TSG) and follow the principles, policies, and standard stated in the Life Cycle Management for Automated Information Systems and Technical Reference Model.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administrating the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative:

NAME: TBD
ADDRESS: U.S. Patent and Trademark Office
OCIO—Office of Acquisition Management
Crystal Park Two, Room 1002
Arlington, VA 22202
PHONE NO.: TBD

- (b) The COTR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.
- (c) The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

The Contractor shall submit proper invoices on a monthly basis for payment. One (1) original and two (2) copies of each invoice shall be submitted with costs for each task order broken out separately (on separate pages). Invoices shall, if applicable, deduct the withholding amount as specified in FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts APR 1984, contained in Section I, "CONTRACT CLAUSES," of this contract. Depending on the mode of delivery, all invoices shall be submitted to the following address:

Courier or Hand Delivery

U.S. Patent and Trademark Office
Office of Finance
2011 Crystal Drive – Suite 802B
Arlington, VA 22202

U.S. Mail Delivery

U.S. Patent and Trademark Office
Office of Finance
Box 17
Washington, D.C. 20231

To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order numbers;
- (3) Description, price, and quantity of services actually delivered or rendered;

- (4) Name of personnel performing the service, Labor-Hour Category, number of hours worked and cost;
- (5) Payment terms;
- (6) Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to whom payment is to be sent;
- (7) Period of performance covered by the invoice;
- (8) Other substantiating documentation or information as required by the contract; and
- (9) The following statement on the reverse of the original of each invoice:

COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

COTR Signature

Date

G.5 TASK ORDER IMPLEMENTATION-CONTRACTOR RESPONSIBILITIES

- (a) All work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.
- (b) Each order will include:
 - (i) Date of order.
 - (ii) Contract number and order number.
 - (iii) Item number and description, quantity, and unit price or estimated cost or fee.
 - (iv) Delivery or performance date.
 - (v) Place of delivery or performance (including consignee).
 - (vi) Packaging, packing, and shipping instructions, if any.
 - (vii) Accounting and appropriation data.
 - (viii) Method of payment and payment office, if not specified in the contract.
 - (ix) Any other pertinent information.
- (c) The contractor shall direct, manage, and administer the accomplishment of all task orders. The contractor shall be responsible for all contractor, subcontractor, or vendor personnel and performance, and shall ensure that staff technical proficiency and professional capability are maintained. The contractor shall deliver periodic and ad hoc, oral and written reports summarizing the status of work being performed. The items and assistance include, but are not limited to:
 1. Meetings on the status of task orders
 2. Monthly status reports (see Attachments 1-3 for instructions and samples of format and level of detail); status report information may be required for submittal in electronic form (i.e., CSV file format).

3. Ad hoc written and oral briefings
- (d) The contractor shall deliver oral and written notice of all problems that impact or potentially impact the contract, deliverables, or completion of work to the Contracting Officer. This includes:
1. Immediate verbal notice of technical problems
 2. Immediate verbal notice of potential cost overruns and schedule delays
 3. Immediate verbal notice when 75 percent of the funds allocated have been used on individual task orders and on the entire contract
 4. Written notices within 24 hours of verbal notices

The USPTO will require the contractor to provide general support for assigned tasks. This encompasses program management, financial management, contract and subcontract management, administrative, clerical, technical editing, document preparation, and related functions.

G.6 ELECTRONIC PAYMENT INFORMATION

- (a) The information required by the clause at FAR 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office
Office of Finance, Box 17
Crystal Park One, Room 802B
Washington, D.C. 20231

- (b) If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

G.7 SEGREGATION OF COSTS BY TASK ORDER

As referenced in clause G.4, all costs shall be accumulated by individual task order number and billed on one monthly invoice.

G.8 GOVERNMENT FURNISHED SPACE/MATERIALS

The work under this contract is to be performed primarily at the contractor's facility (unless otherwise specified in the task order). The majority of meetings will be held at the USPTO offices (currently located in Crystal City, Arlington, VA); however, meetings may also be held at the contractor's facility when determined appropriate by the COTR. Due to the nature of work to be performed under this contract, the contractor shall be able to attend any meeting called by the USPTO when given a 30-minute advance notice of such a meeting.

As specified in individual task orders, contractor staff may be required to work at a site specified and provided by the Government. The Government will furnish the necessary office space, office furniture, equipment, and telephones as required, on-site to meet contract requirements. Any

facilities and/or equipment provided to the contractor by the Government shall be used exclusively for the performance of contract tasks.

Individual task orders will list any Government equipment or property to be provided to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause. Such equipment shall be returned by the contractor to the Government upon conclusion of the task order or as otherwise specified. Contractors shall provide for time and use of appropriate personnel during the USPTO's physical inventory at the contractor site of all Government furnished equipment, hardware and software at the end of each fiscal year and shall provide written reports (in a format to be provided by the COTR) upon request, of current inventory of GFE in the contractor's possession.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a Labor-Hour type contract.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST (OCOI)

H.2.1. Scope

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

1. Access to and Use of Government-Furnished Information

- a. If the contractor, in the performance of this contract, obtains access to information, such as PTO plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not:
 - (1) Use such information for any private purpose unless the information has been released or otherwise made available to the public
 - (2) Compete for work with the PTO based on such information until the completion of this contract or until such information is released or otherwise made available to the public, whichever is latest
 - (3) Submit an unsolicited proposal to the Government that is based on such information until the completion of this contract or one year after such information is released or otherwise made available to the public, whichever is latest.
 - (4) Release such information unless such information has previously been released or otherwise made available to the public by the PTO.

- b. In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
2. Access to and Protection of Proprietary Information
 - a. The contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.
 - b. In addition, the contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement in accordance with H.6 which shall in substance provide that such employee shall not, during his/her employment by the contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. Furthermore, the contractor will instill in its employees the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in performance of this contract except as provided herein.
 - c. To the extent that the work under this contract requires access to proprietary, business, or financial data of others, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such individuals or organizations.

H.2.2. Subcontracts

The contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier. The terms "contract", "contractor", and "Contracting Officer" will be appropriately modified to preserve Government's rights.

H.2.3. Representations and Disclosures

1. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.
2. The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
3. Prior to commencement of any task order, the contractor agrees to notify the Contracting Officer that no conflict of interest exists or to identify to the Contracting Officer any actual, apparent, or potential conflict of interest the contractor may have.

H.2.4. Remedies and Waiver

1. Remedies: The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
2. Waiver: Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

H.2.5. Modifications

Prior to a contract modification, when the Statement of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

H.2.6. Government Indemnity

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

H.3 RESTRICTIONS ON FUTURE CONTRACTING

Due to the advisory and confidential nature of the services involved, the USPTO recognizes the potential of a significant organizational conflict of interest. Therefore, the USPTO intends to impose the following restrictions and restraints upon the EA contractor:

These Organizational Conflict Of Interest (“OCOI”) restrictions include the prohibition of the winning offeror, its parent, any of its affiliates, subsidiaries, or successors in interest, consultants, and subcontractors from participating (in any capacity) in any USPTO information technology procurements, other than those activities in direct support of the EA contract, throughout the duration of the EA contract (including options). In accordance with FAR Subpart 9.5, the USPTO may, on a case-by-case basis, determine that it is in its best interest to waive these OCOI restrictions thus allowing a contractor (including consultants and subcontractors) to be eligible for other USPTO information technology procurements or to provide support through existing USPTO information technology contracts. In those instances where the contractor wishes to participate in USPTO information technology procurements or contracts other than EA, it is the responsibility of the EA contractor to notify the USPTO in writing of the potential OCOI, the extent of the conflict, and to provide a mitigation plan. The USPTO will evaluate and approve the waiver/mitigation plan prior to performance of any OCOI-related work identified in the waiver request if it is in the best interest of the USPTO to do so. Blanket waivers are not permitted, therefore, a waiver is required for every potential and existing OCOI. Notwithstanding this provision which allows for waivers of potential or existing OCOI, in no event will the prime EA contractor be permitted to serve as the prime contractor for the following USPTO information technology contracts and their follow-on contracts: Systems Development and Maintenance (SDM), Systems Engineering and Technical Assistance (SETA3), Information Technology Product Assurance (ITPA), and the Facilities Maintenance/End User Support (FMEUS2) contracts.

The EA contractor will be required to certify annually that it, its parent, any affiliates, subsidiaries, or successors in interest, consultant, and subcontractors are in compliance with the USPTO OCOI requirements.

H.4 ISSUANCE OF TASK ORDERS

All work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.

The designated COTR will initiate the task order process by preparing a statement of requirements and or objectives to be achieved in the form of a Task Objective Statement. For each tasking statement, the contractor will provide an independent cost estimate for the task order negotiation. Once the task order cost has been negotiated and agreed to, the contractor shall submit a resource estimate (see Attachments 4-6 for instructions/samples) for government sign-off and approval. Upon Contracting Officer acceptance of the resource estimate, the contractor may then begin work. The contractor is prohibited from performing any work not associated with an accepted task order. Work performed outside the scope of an approved task order is at the contractor's own risk and payment for that work may be withheld.

Every task order will be required to have a Task Management Plan (TM02) that includes the following information:

- (1) a numerical designation,
- (2) the estimate of required labor hours and cost ceiling, broken out for each month during the period of performance,
- (3) the period of performance and schedule of deliverables,
- (4) the description of the work (consisting of clearly defined task objectives, scope, methodology, resource requirements, and milestones)

The Government reserves the right to request this information in electronic form (i.e., CSV file format).

It is recognized and mutually agreed that the government shall be liable for costs and/or fee, as applicable, under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Task orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor shall notify the Contracting Officer within five (5) days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order issued under the contract, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

The Contractor shall not exceed the ceiling price established in each Task Order. If at any time the Contractor has reason to believe that the total amount for the Task Order, will exceed 75% of the ceiling price specified in the order, the Contractor shall notify the CO. Such notification shall include an estimate of the additional amount, and if necessary, additional time required for completion of the ordered work.

Task orders may be placed during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect

at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance shall continue to be charged at the last effective rates.

H.5 KEY PERSONNEL

A. The Contractor shall assign to this contract the following key personnel:

(1) Technical Project Manager

B. During the first 180 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 180-day period, the Contractor shall submit the information required by paragraph (c) to the CO at least 15 days prior to making any permanent substitutions.

C. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.6 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data that is the sole property of the PTO, as well as access to proprietary data, which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the PTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and consultants used by the Contractor.

H.7 OVERTIME

Unless otherwise provided in this contract, the Contractor shall not perform overtime work under or in connection with this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

H.8 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.9 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.10 SECRECY AND USAGE OF PATENT INFORMATION

- (a) Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. In addition pursuant to secrecy order provisions of 35 U.S.C. 181-188, work under this contract may affect national security. Information contained in any patent application file(s) are restricted to authorized Contractor personnel having a need to know.
- (b) The Contractor acquires no right or privilege to use or disclose any information contained in any patent file (in any form whatsoever) except to perform the work under this contract. Further, the Contractor shall not copyright or make any use or disclose whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except for performing the work procured under this contract.
- (c) Patent documents or copies of information contained therein, patent applications and abandoned files, when furnished to the Contractor by the PTO, shall be handled in accordance with the provisions of:
 - (1) 35 U.S.C. 122
 - (2) 18 U.S.C. 207(1)
 - (3) 37 U.S.C. 1.14
 - (4) 35 U.S.C. 181-188
- (d) All personnel employed in data preparation work on this contract, or otherwise having access to patent files or data or information concerning the same shall take the following oath, or affirmation, signed in writing:

“I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under Contract 50-PAPT-2-01007 or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion.”
- (e) Each employee’s signed oath, or affirmation, shall be retained in the Contractor’s files, subject to inspection by authorized Government representatives.
- (f) Without advance notice, the Government shall have the right to inspect the Contractor’s premises, records, and work in process pertaining to the secrecy of patent information.
- (g) The Contractor shall submit, for approval by the COTR, a plan for maintaining the confidentiality of patent documents and all information contained therein. The plan must adequately protect documents, film and all other communications and storage media during all phases of staging, filming, handling, processing, storage and quality control. This plan shall be submitted to the COTR thirty (30) calendar days after contract award.

- (h) Duplication of confidential material by the Contractor is forbidden except as specified in this contract.
- (l) The Contractor shall transport all documents, film and all other communications and storage media used in the performance of this contract between the Contractor's work site and the PTO. This includes pickup of work to be done from PTO offices and delivery of completed work to designated PTO offices.
- (j) The Contractor shall be responsible for returning all Government Furnished Patent Document items to the Government upon termination of the contract in accordance with the Government-Furnished Data clause of this contract.
- (k) The Contractor shall insert the substance of this clause in each subcontract hereunder unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

H.11 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.12 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

Contract Language for use by Contracting Officers for Low Risk and Moderate Risk Contracts
Contractors -

Each contract employee working for over 180 days under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI). (NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

Investigative Processing -

The COTR, in conjunction with the contractor's Project Manager, is responsible for initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- a. Have official legal status in the United States; and
- b. Have continuously resided in the United States for the last 2 years

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.
 - b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
 - c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
 - d. Any behavior judged to pose a potential threat to USPTO personnel or property.
- Failure to comply with these requirements may result in the cancellation of this contract.

H.13 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance. (End of Clause)

H.14 SECTION 508 OF THE REHABILITATION ACT OF 1973 COMPLIANCE

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that all Electronic Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194.

SECTION I – CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

Clause	Title	Date
52.202-01	Definitions	October 1995
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records—Negotiation	June 1999
52.215-08	Order of Precedence—Uniform Contract Format	October 1997
52.219-08	Utilization of Small Business Concerns	October 2000
52.222-01	Notice to the Government of Labor Disputes	February 1997
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action for Workers with Disabilities	June 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	January 1999
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-14	Rights in Data—General	June 1987
52.232-07	Payments Under Time and Materials And Labor Hour Contracts	March 2000
52.232-17	Interest	June 1996
52.232-23	Assignment of Claims	January 1986
52.232-25	Prompt Payment	May 2001
52.232-34	Payment by Electronic Funds Transfer—Other than Central Contractor Registration	May 1999
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.237-03	Continuity of Services	January 1991
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-13	Bankruptcy	July 1995

52.243-03	Changes—Time and Material Or Labor Hours	September 2000
52.245-05	Government Property (Cost Reimbursement, Time And Materials, Or Labor Hour Contracts)	January 1986
52.249-06 Alt IV	Termination (Cost Reimbursement) – Alternate IV	September 1996
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) *Definition.* "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *General.*

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.3 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

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

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

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.4 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

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

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be-

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

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

(3) For cost-plus-award-fee contracts-

(i) The base fee established in the contract at the time of contract award;

- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may-
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

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

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.5 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) *Definitions.*

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

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

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

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less

than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) *Agency and legislative liaison by own employees.*

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

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

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

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

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

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

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

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) *Professional and technical services.*

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of-

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

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) *Disclosure.*

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to *include* profits from any covered Federal action), which would be prohibited under paragraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

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

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.

(e) *Penalties.*

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.6 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.7 52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

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

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

I.8 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J - LIST OF ATTACHMENTS

Attachment 1 – Instructions for Monthly Status Report

Attachment 2 – Sample Cost Status Sheet (Monthly Status Report)

Attachment 3 – Sample Appendix A to Monthly Status Report

Attachment 4 – Instructions for Resource Estimate

Attachment 5 – Sample Sheet 1 (Resource Estimate)

Attachment 6 – Sample Sheet 2 (Resource Estimate)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS DEVIATION (JAN 1990)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection

with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

- (a) Representation. The offeror represents that it [] is, [] is not a women-owned business concern.
- (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street
Address, City, State, County, Zip Code)
Name and Address of Owner and
Operator of the Plant or Facility if
Other than Offeror or Respondent

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

A. 1. The North American Industry Classification System (NAICS) code for this acquisition is 541519.

2. The small business size standard is no more than \$18.0 MILLION average annual receipts for an offeror's preceding 3 FYs.

3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

B. Representations.

1. The offeror represents as part of its offer that it [] is, [] is not a small business concern.

2. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

3. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

4. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

5. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph B.4 of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

6. [Complete only if offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents, as part of its offer, that--

a. It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in

ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

- b. It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph B.6.a of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

C. Definitions. As used in this provision--

1. "Service-disabled veteran-owned small business concern"--
 - a. Means a small business concern--
 - (1) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (2) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - b. "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
2. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph C.1.a.(1) of this provision.
3. "Veteran-owned small business concern" means a small business concern--
 - a. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - b. The management and daily business operations of which are controlled by one or more veterans.
4. "Women-owned small business concern," means a small business concern--
 - a. That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- b. Whose management and daily business operations are controlled by one or more women.

D. Notice.

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
2. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - a. Be punished by imposition of fine, imprisonment, or both;
 - b. Be subject to administrative remedies, including suspension and debarment; and
 - c. Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is , is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.11 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors – Competitive Acquisition	May 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

L.2 1352.233-2 SERVICE OF PROTESTS (DEVIATION FAR 52.233-2) (AUG 1996)

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. DEPT. OF COMMERCE, USPTO
OFFICE OF PROCUREMENT
BOX 6
WASHINGTON, DC 20231
ATTN: Jason E. Taylor

- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 AGENCY-LEVEL PROTEST PROCEDURES

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:
Doug Bourgeois
Chief Information Officer
U.S. Patent & Trademark Office
Washington, D.C. 20231
(FAX No. 703-308-7792)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel
U.S. Patent & Trademark Office
Box OGC
Washington, D.C. 20231
(FAX Number 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora . If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

(i) the protester's name, address, telephone number, and fax number

(ii) the solicitation or contract number, name of contracting office and the contracting officer

- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management. Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract, (2) re -compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L. 4 PROPOSAL REQUIREMENTS

Offerors are required to submit and original and four (4) copies of the following in response to the solicitation:

- A. Technical Proposal
- B. Management Proposal

- C. Past Performance
- D. Price Estimate
- E. A completed Section K (Certifications and Representations)

Proposals shall be submitted as two volumes, with the Technical Proposal, Management Proposal, and Past Performance (A, B and C) submitted as volume one and the Price Proposal and Certifications/Representations (D and E) submitted as volume two.

A. Technical Proposal.

The Technical Proposal shall not exceed thirty (30) pages in length and shall include your approach to meeting the requirements of the Government as described in the statement of work. Specifically, the Offeror shall address their overall approach to all facets of enterprise architecture and applications architecture (including component based development). The Offeror shall discuss their approach in defining, developing, implementing, using, and maintaining an enterprise and applications architecture methodology and environment. The Offerors should also address their approach to performing independent research on a variety of enterprise architecture topics including the selection of software and hardware components that would be utilized in the USPTO's enterprise architecture.

B. Management Proposal.

The Management Plan shall not exceed ten (10) pages in total inclusive of all Offeror attachments. A one (1) page executive summary (optional) and Key Personnel resumes shall not be considered part of the total ten (10) page limit. The management portion of the proposal must include, at a minimum:

1. Brief history of the Company including infrastructure, resources and strategic plans;
2. Specific management plan for the contract;
3. Technical resources and expertise necessary to provide support for the contract;
4. Offeror shall identify and describe the principal support office for the program and the total number of employees to be assigned to this program, including any applicable teaming or subcontracting arrangements. An organizational chart depicting the layout of the proposed support office structure shall be provided, including the identification of key personnel and major subcontractor personnel necessary to accomplish the project. If teaming is to be used, Offeror shall describe the plan to manage the teaming arrangement (not part of ten (10) page limitation) and shall include copies of teaming agreements.
5. Offeror shall provide five (5) resumes of individuals (including the key personnel) that would likely be assigned to this contract. Resumes shall not exceed two pages in length and will not count against the ten (10) page limit.
6. Offerors shall provide, if applicable, a mitigation plan for any current conflicts of interest. This is not subject to the 10 page limit.

C. Past Performance and Experience.

The Past Performance Statement shall not exceed five (5) pages in total inclusive of all Offeror references. This description must include, at a minimum:

1. Experience in managing and performing similar size requirements;

This section shall demonstrate the Offeror's experience and ability to provide skilled personnel and ability to manage requirements, which are the same, or similar to those addressed in the Section C of the RFP.

2. List of current or previous contracts; (excluded from five (5) page limitation)

The Offeror shall provide current points of contact (Contracting Officer and COTR), point of contacts' telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts. The Offeror should provide information on any problems encountered on the identified contracts and the corrective action taken.

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts. If an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

* The USPTO reserves the right to determine which contracts submitted by the Offeror is relevant to the requirements and to utilize only those references.

* In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

* By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that USPTO cannot contact the referenced individuals within a reasonable time frame, the past performance reference may not be considered.

D. Price Estimate.

Offerors shall provide a proposed Section B that includes the labor categories identified in Section B of this RFP. The Offeror may also identify any additional labor categories that they believe are necessary for the successful completion of the contract for the base year and all option years. All labor categories identified shall include a burdened hourly rate and a position description/definition of that labor category. Labor rates shall be costed as 'Off-Site' with the Offeror providing space, equipment, supplies, and any other resources necessary to provide support under the contract.

E. Certifications and Representations.

The Certifications and Representations provided in Section K of this solicitation shall be completed and provided with your proposal.

L.5 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted via email to jason.taylor@uspto.gov and must identify the author and company name. All questions shall be answered by an Amendment to the Request for Proposals and answers will be provided to all recipients of the Request for Proposals via e-mail. The identity of the author and associated company name of the question will not be published. **All questions regarding the RFP are due by 2:00 p.m. EST on February 8, 2002.** Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

The USPTO requires the email address of each company submitting a proposal in response to this RFP. Most correspondence concerning this RFP will be conducted by email. The email address may be placed in any cover letter that accompanies the proposal.

OFFERORS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE PERSON IN BLOCK 10 OF THE SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.6 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and four copies) on white, untextured paper;
- one copy on a 3.5", high-density diskette or CD formatted for Microsoft Office 97 (or newer) and formatted for 8 1/2" by 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the font shall be Times New Roman 12 pt; and,

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. 52-PAPAT-201007 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), Wednesday, March 13, 2002.

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service

U.S. Patent and Trademark Office
Attn: Jason Taylor
Office of Procurement
Box 6
Washington, DC 20231

Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
Attn: Jason Taylor
Office of Procurement
2011 Crystal Drive, Suite 810
Arlington, VA 22202

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

L.7 INCUMBENT CONTRACTOR

There is no incumbent contractor.

L.8 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.9 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Sections L.4 and L.6. Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K). All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

L.10 NEWS RELEASES

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.11 PERIOD FOR ACCEPTANCE OF OFFERS

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

L.12 ESTABLISHMENT OF A READING ROOM

In order to allow potential offerors to review the USPTO Strategic Information Technology Plan (SITP) and Technical Reference Model (TRM), a reading room will be established. The room will be available **by appointment only** on weekdays (excluding Government holidays from 9 a.m. to 3 p.m. EST. To make an appointment, offerors should contact Christine Jaworski at (703) 305-9313.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 “BEST VALUE” DETERMINATION AND CONTRACT AWARD

The USPTO will make a best value determination across all eligible proposals. In making this determination, the USPTO is more concerned with obtaining superior technical, management, and past performance features than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior technical quality, management services, or past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior technical, management and past performance. As proposals become more equal in their technical, management, past performance/experience the evaluated price increases in relative importance.

M.2 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of technical, management, past performance, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of technical, management, and past performance features with differences in price to the USPTO. USPTO shall determine what tradeoff among technical, management, past performance, and price promises the greatest value to the USPTO.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- * Determined to be responsible according to the standards of FAR Subpart 9.1
- * Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation
- * Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required
- * Meets all needs set forth in Sections C
- * Provides the best overall value to the USPTO as represented by a combination of management, past performance, technical, and price factors

M.3 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.3 EVALUATION PROCEDURES

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the Enterprise Architecture solicitation. The USPTO will evaluate and make award to the offeror providing the optimum services and capability to the Government. The USPTO will evaluate offers based upon the evaluation criteria provided below:

A. Technical and Management Approach

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of overall program organization and proposed technical and management approach.

B. Past Performance

The USPTO will utilize past performance information submitted in response to the Solicitation. Additionally, in the conduct of its evaluation of offeror's proposal, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include,

but are not limited to, technical reports, commercial literature, and contact with present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Additionally, past performance information obtained will be used to determine offeror's responsibility. The USPTO will examine the following elements in evaluating the offeror's Past Performance:

- Relevance of the offerors past experience; and,
- Quality of the offerors past experience and performance.

C. Price Estimate

The USPTO will examine the following elements in evaluating the offeror's Price Estimate consisting of:

- Whether the proposed costs are realistic when compared to the technical approach; and
- Whether the proposed costs are fair and reasonable to the Government, price and other factors considered.

The factors are weighted accordingly:

- Factors A is more important than B.
- Factors A and B listed above, both individually and when combined are more important than factor C.
- Factor C will not be scored, but will be evaluated.

M.4 SINGLE AWARD

Multiple awards or awards by line item will not be made.

M.5 UNBALANCED OFFERORS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.