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**SECTION B -- SUPPLIES OR SERVICES AND PRICES**

**B.1 SCHEDULE OF SUPPLIES OR SERVICES/PRICES AND COSTS**

Base Period: January 16, 2002 - January 15, 2003

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

Option Period 1: January 16, 2003 - January 15, 2004

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

Option Period 2: January 16, 2004 - January 15, 2005

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

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Schedule of Supplies /Services Prices and Costs

Option Period 3: January 16, 2005 - January 15, 2006

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

Option Period 4: January 16, 2006 - January 15, 2007

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

Option Period 5: January 16, 2007 - January 15, 2008

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

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Schedule of Supplies /Services Prices and Costs

Option Period 6: January 16, 2008 - January 15, 2009

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

Option Period 7: January 16, 2009 - January 15, 2010

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

Option Period 8: January 16, 2010 - January 15, 2011

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

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Schedule of Supplies /Services Prices and Costs

Option Period 9: January 16, 2011 - January 15, 2012

Labor Category	On-Site Rate w/Furniture Provided	On-Site Rate w/o Furniture Provided	Off-Site Rate
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Other Direct Costs

## B.2 OTHER DIRECT COSTS

All other direct costs associated with this contract shall be authorized by the Contracting Officer (CO). Other direct costs include all direct costs of a task order that are not attributable to the labor categories provided above. Other direct costs shall be reimbursed on a time and materials basis unless otherwise negotiated prior to issuance of and task order. Any travel costs associated with this contract, if applicable, shall be in accordance with the Federal Travel Regulations.

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Facilities Maintenance and End User Support  
Performance Based Service Contracting  
Statement of Work

### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 Purpose

The intent of this contract is to obtain comprehensive Information Technology (IT) services. The services to be provided are: network operations; help desk support; comprehensive management and end-user support of hardware and all microcomputer-related software; asset management; and UNIX and NT operating system support. At its option the United States Patent and Trademark Office (USPTO) may require support for the future relocation of its Information Technology (IT) assets to its new facility in Alexandria, VA.

#### C.2. Definitions

Deployment - Generally a deployment is defined, for the purposes of this requirement, as the issuance, installation or replacement of any desktop, peripheral or component moved, delivered or installed into service by the Contractor. These components shall be fully functional and configured in accordance with the current standards of the agency (this includes loading and testing all mandatory and optional software). If replacing a desktop, peripheral or component, replacement must be equivalent or of better performance. If the customer has data files, documents, or other files on defective desktop hardware, the Contractor shall ensure that such files (when not damaged) are transferred to the replacement computer.

Franconia Warehouse - The location of the Franconia Warehouse is 6808 Loisdale Road, Springfield, VA. The telephone numbers are (703) 924-6058 and (703) 924-9382. The point of contacts are Duane Davis and Nick Massillon.

Fullerton Center - (Newington Warehouse) - The location of the Fullerton Center is 7401 Fullerton Road, Springfield, VA. The telephone number is (703) 644-1700. The point of contact is Jerry Hill.

Patent Data Capture Contractor - The location of the Patent Data Capture (PDC) Contractor is 3443 Carlyn Springs Road, Falls Church, VA 22041. The telephone number is (703) 750-9580. The point of contact is Bill Docca.

Patent and Trademark Depository Library Depot Support - The Contractor shall pack and ship replacement hardware to the Patent and Trademark Depository Library (PTDL) so that it will arrive within five (5) working days of the receipt of the problem ticket. The Contractor shall include any necessary information regarding replacement hardware and instructions for the PTDL to pack and ship back the broken hardware. The Contractor shall be responsible for packing, shipping (including charges) and tracking the equipment.

#### C.3 Background

The USPTO, an organization with an employee base of approximately 7,000, has a requirement for facilities management and end user support. The mission of the USPTO is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public, and by encouraging a domestic and international climate in which intellectual property can flourish.

The USPTO is operating under a congressional mandate to implement state-of-the-art computer data and information retrieval systems in support of virtually all aspects of its operations. In support of its mission the USPTO is responsible for the accessibility, accuracy, and integrity of more than 40 million patent, patent related documents, and trademarks. Each year approximately 300,000 patent applications and 375,000 trademark applications are processed. These application filings are expected to increase by approximately ten percent (10%) per year.

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The USPTO is supported by an information technology (IT) infrastructure foundation of hardware, system software, and network communications that have been deployed in support of the mission of the USPTO. The IT infrastructure provides access to application systems and office automation tools used in the performance of the work processes. The USPTO's highest level of management has placed an extremely high priority on providing consistent, available, and reliable network and data processing services. Also inherent in this process is providing for the expansion of services and capabilities.

The automated systems currently in use are complex in scope and far-reaching in application, both within and outside the USPTO. Successful operation is largely dependent upon the collective efforts of a staff of diverse technical specialists able to quickly respond to the many variables and conditions that accompany efforts of this proportion. It is neither practical nor cost-effective, however, to fully staff all of these specialties in-house on a permanent basis because the need may be intermittent. For additional information regarding USPTO automated systems and IT Infrastructure please see <http://www.uspto.gov/web/offices/ac/comp/proc/acquisitions/oamref.htm>.

#### **C.4 Description, Current Environment, and Requirements**

The Contractor shall provide solutions that meet or exceed the current environment, requirements and performance standards described in the sections below. This SOW is organized in the following manner: the Universal Contractual Requirements (§C.4.1) are general requirements which apply to all IT support services required under this contract (Advanced Problem Resolution; Data Maintenance support; DeskTop Field Support; Help Desk support; Network Operations; UNIX and NT Operating system support; Database Administration; User ID and Password Administration; Technical Writing; Warehouse support; Hardware Maintenance and Inventory support). The Universal Contractual Requirements also contain performance measures which the USPTO expects the contractor to meet or exceed unless specified otherwise under the individual IT support areas. In addition to the Universal Contractual Requirements, the SOW describes in detail discrete IT support areas covered by this contract. All IT support areas are introduced by a general Description, followed by a Current Environment, which is a detailed description of the environment and performance measures which presently exist here at USPTO, and lastly, there is a Requirements section, which provides specific requirements applicable to the IT support services area. In addition to the Universal Contractual Requirements, the Contractor shall provide solutions that meet or exceed the Current Environments of the discrete IT support areas, the specific Requirements and performance measures described therein.

##### **C.4.1 Universal Contractual Requirements - Description:**

C.4.1.1 This section describes requirements, which apply to all areas of IT support services, which follow.

##### **C.4.2 Universal Contractual Requirements - Current Environment:**

C.4.2.1 The Contractor ensures that all users are notified, as appropriate, of the release of system changes at least five (5) and also one (1) business day prior to installation.

C.4.2.2 Currently the Contractor responds to ninety-five percent (95%) of problems within two (2) hours of receipt of problem ticket. A response is defined as speaking to the customer, leaving a voice mail message for the customer, sending an email message to the customer or leaving a work service form at the customer's site. Currently, the Contractor resolves or circumvents ninety-five percent (95%) of problems within four (4) hours of receipt of problem ticket. These commitments apply to all problems assigned to the Contractor, unless otherwise stipulated in a Service Commitment, Task Order (TO), or Service Level Agreement (SLA).

C.4.2.3 If the Contractor performs a site visit and the customer is available prior to leaving the site, the contractor confirms with the customer its satisfaction with the work performed. This confirmation is captured by the act of the customer signing and dating the work service form. Regardless if the customer is available during a site visit or not, the contractor always leaves a work service form with the customer. This work service form is accurate, legible and includes at a minimum the following information:

- a. An explanation of work performed during the site visit;
- b. A place where the customer can confirm the visit was satisfactory, a problem/change record number if applicable;
- c. The contractor individual(s) name who made the site visit; and;
- d. The contractor's phone number and a POC in the event there are any questions the customer needs answered after the contractor leaves the site.

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One copy of the form is left with the customer, and one is kept in the Contractor's records. The Contractor does not close or resolve any records without obtaining confirmation from the customer that the service has been performed or the problem has been resolved. However, an exception is made if three (3) attempts to contact a customer over a three (3) day period do not produce a response from the customer.

C.4.2.4 Currently the contractor logs approximately 112,000 Enterprise-Wide Asset Management System (EAMS) records per year.

C.4.2.5 The Contractor maintains a minimum 95% customer satisfaction rating at all times. This translates to Contractor receiving no more than 5% "re-opened" and "unsatisfactory" ratings. Ratings will be measured through the Customer Quality Check process. The rating levels given during the quality checks are: outstanding, very good, satisfactory, unsatisfactory and re-open.

### **C.4.3 Universal Contractual Requirements - Requirements:**

C.4.3.1 The Contractor shall provide resources with expertise in the latest technologies employed by the USPTO, shall furnish all necessary personnel, material, equipment, services and facilities (except as otherwise provided) necessary to perform all of the requirements in the statement of work.

C.4.3.2 The Contractor shall provide technical assistance in developing, maintaining, and storing of all Task Manager Directives, Service Commitments, Service Level Agreements (SLA), Operational Support Plans (OSP), Standard Operating Procedures (SOP) and Technical Notes established by the USPTO.

C.4.3.3 The Contractor shall abide by all Task Manager Directives, Service Commitments, Service Level Agreements (SLA), Operational Support Plans (OSP), Standard Operating Procedures (SOP) and Technical Notes established by the USPTO.

C.4.3.4 The Contractor shall not make any changes, modifications, alterations, or enhancements to the USPTO's infrastructure, hardware, or software without detailed change records being approved by the USPTO.

C.4.3.5 The Contractor shall create a service request record in a USPTO provided tracking system for all calls received from customers or problems identified by the Contractor. The Contractor shall assign the call, as appropriate, for resolution and/or action. The Contractor shall thoroughly document all work they perform in the appropriate problem/change record after each new status or within two (2) hours of performing the work, whichever comes first.

C.4.3.6 Unless otherwise noted in a specific requirement, the Contractor shall provide support to the USPTO from 6:00 a.m. to 6:00 p.m., Monday through Friday. Unless specifically specified, all times are Eastern Time and the USPTO requires service on all Federal holidays except those observed by the USPTO. The only holidays that the USPTO observes and the agency is closed for are Thanksgiving, Christmas, and New Year's Day.

C.4.3.7 The Contractor shall use the mobile (Psion) units, provided by the USPTO, to record all changes for asset management purposes and to document all field service work performed.

C.4.3.8 Any equipment, peripheral or component moved, delivered, or installed into service by the Contractor shall be fully functional and at a performance level equivalent to equipment removed for repair. Replacement equipment shall have supported software loaded, configured, and all peripherals attached. If the customer has data files, documents, or other files on the defective desktop hardware, the Contractor shall ensure that such files (when not damaged) are transferred to the replacement computer.

C.4.3.9 The Contractor shall, on a daily basis, participate in technical evaluations of proposed new hardware, software, and networking technologies at the USPTO. The Contractor shall work with the USPTO to certify the serviceability and maintainability of network technologies introduced.

C.4.3.10 The Contractor shall perform a Root Cause Analysis (RCA), for problems that it resolves, when requested.

C.4.3.11 The Contractor shall be responsible for the receipt and tracking of all hardware shipped to the Contractor's facility on behalf of the USPTO, utilizing the USPTO inventory tracking system.

C.4.3.12 The Contractor shall be responsible for requests to lockdown USPTO hardware. Any equipment, peripheral or component moved, delivered or installed into service by the Contractor shall be locked down as required.

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C.4.3.13 The Contractor shall review daily asset management activities (deployments, excess, moves, etc.) reports to ensure the proper use of the inventory system. Any discrepancies found must be corrected with three (3) business days.

C.4.3.14 The Contractor shall provide support to the warehouses in both Franconia and Newington (please see definitions for further information). This on-location support shall include all of the Personal Computers and peripherals (connected to PTONet and to the Federal Records Center via modems) and PALM/TRAM equipment (connected to the A16 via modems). Support shall be for the hardware, software and PTONet.

C.4.3.15 The Contractor shall provide support including PTONet support, Monday through Friday, from 7:00 a.m. to 4:00 p.m., for the PDC Contractor location in Falls Church, VA (please see definitions for further information). The Contractor shall provide remote support to the PDC Contractor locations in Pennsylvania, which includes all of the Personal Computers and peripherals, and PALM equipment. Contractor shall provide support Monday through Friday, from 7:30 a.m. to 11:30 p.m., Saturday and Sunday from 7:30 a.m. to 5 p.m. Contractor shall notify Search and Information Resources (SIRA) of any problems.

C.4.3.16 The USPTO requires that all Electronic Information Technology (EIT), as that term is defined at FAR §2.101, delivered under the 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. The applicable standards are available at <http://www.access-board.gov/news/508-final.htm>.

#### **C.4.4 Advance Problem Resolution Support - Description (current staffing level - 17):**

C.4.4.1. Serves as an advanced level of support for resolving desktop problems. This support includes analysis and trouble-shooting problems to determine possible trends, recommendation of corrective action, and documentation of trouble-shooting procedures for the Help Desk to follow for recurring problems.

#### **C.4.5 Advanced Problem Resolution Support - Current Environment:**

C.4.5.1 The current Contractor staff is composed of Microsoft Certified Systems Engineers. These staff members also possess a background in systems programming, network engineering, or security administration.

C.4.5.2 The Contractor follows-up on any problems where OCIO has failed to meet its service level commitments by one (1) day or more. This follow-up includes, but is not necessarily limited to, the following:

- a. Contacting the problem assignee to confirm that the assignee is aware of the problem.
- b. Contacting other groups or individuals, as called for in the OSP, to work on aspects of the problem.
- c. Providing trouble-shooting assistance, including at the customer site, when directed to do so by the Task

Managers.

- d. Notifying the Task Managers when a service level commitment has been missed.
- e. Assisting in problem recovery when directed to do so by the Task Managers.
- f. Updating the Task Managers, as new information becomes available, on the status of the problems.
- g. Ensuring that the Help Desk or the problem assignee is notifying the customer of any progress in resolving the

problem.

h. Ensuring that within one (1) hour of the problem being resolved, either the Help Desk or the problem assignee has notified the customer.

- i. Notifying the Task Managers, within two (2) hours of receipt, of any problems that will require a RCA.
- j. Notifying the Task Managers, within one (1) day of problem resolution or circumvention, of problems that may be

application system deficiencies.

- k. Updating and documenting trouble-shooting procedures that the Help Desk should follow if similar problems

occur in the future.

C.4.5.3 The Contractor reviews all draft OSP for accuracy and completeness. The Contractor provides its written comments within five (5) working days of receiving a plan.

C.4.5.4 The Contractor is currently responsible for verifying the continued accuracy and completeness of all existing Operational Support Plans at least once every nine (9) months.

C.4.5.5 The Contractor analyzes new problem records daily for possible trends. The types of trends that are often identified may include unanticipated problems caused by the implementation of a change and problems that are reported by individual customers

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but actually impact multiple customers (examples: line outage, router failure). Once identified, the Contractor provides the Task Managers with written notice of these trends within one (1) hour.

C.4.5.6 The current Contractor's support services include those services listed below. Normally all are completed within five (5) hours of receiving a request:

- a. Verification of current baseline/cost center[s] prior to testing;
- b. Reloading of the appropriate baseline/cost center[s] prior to testing;
- c. Coordination of SMS push packages to the appropriate workstations;
- d. Verification and/or reissuing of test user account[s] and password[s];
- e. Verification of proper network configuration, connections and profiles for the applicable cost-center network servers[s]; and/or
- f. Coordination with help desk [and others, as required] of Information Technology Testing Division (ITTD) hardware and/or software problem resolution [s].

C.4.5.7 Currently the USPTO has approximately one hundred and twenty (120) employees that participate in the Work-at-Home program. This number is likely to increase during the life of the contract.

C.4.5.8 The Contractor responds to ninety-five percent (95%) of service requests within one (1) business day of receipt of service ticket.

C.4.5.9 The Contractor completes ninety-five percent (95%) of service requests for fewer than ten (10) desktop upgrades or installs within five (5) business days of receipt of service ticket with the exception of local software installs which is completed within two (2) business days. The Contractor negotiates with the COTR of service requests for more than ten (10) desktop upgrades or installs within three (3) business days of receipt of service ticket and complete service request within the timeslot agreed upon.

#### **C.4.6 Advanced Problem Resolution Support - Requirements:**

C.4.6.1 The Contractor shall provide technical assistance and expertise in the Knowledge Pak software; guide the development of standards and naming conventions for the USPTO Knowledge Paks and document the same.

C.4.6.2 The Contractor shall provide technical support to Work at Home participants.

C.4.6.3 The Contractor shall provide technical support for all USPTO operated systems.

#### **C.4.7 Data Maintenance Support - Description (current staffing level - 11):**

C.4.7.1 Provides support to the USPTO patent and trademark databases through timely and accurate loading and updating of a diverse number of databases.

#### **C.4.8 Data Maintenance Support - Current Environment:**

C.4.8.1 Currently the Contractor loads the following:

- a. Weekly Issue Patent Image Data - five (5) days a week, eight (8) hours per day.
- b. Trademark application and registration cropped images - five (5) days a week, one (1) hour per day.
- c. Weekly Issue Patent Image Data from Tagged Image File Format (TIFF) - weekly.
- d. Weekly Issue Application Image Data - five (5) days a week, eight (8) hours per day.
- e. Weekly Issue Application Image Data from TIFF - weekly.
- f. Foreign Patent Image Data for both the European and Japan Patent Offices (EPO/JPO) - seven (7) days a week, twenty-four (24) hours per day.
- g. Non-patent literature data - five (5) days a week, eight (8) hours per day.
- h. Patent data (USPAT, USOCR, EPO, JPO and Derwent data) - five (5) days a week, eight (8) hours per day.
- i. Global Patent Information data "front page data" - five (5) days a week, one (1) hour per day.

C.4.8.2 Currently the Contractor monitors, troubleshoots, and provides the following:

- a. Trademark daily Bibliographic Research Service (BRS) - Update process - five (5) days a week, three (3) hours per day.
- b. Data File Delivery (DFD) Update process - weekly.

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- c. Software problems, investigates errors that may be causing software problems, corrects all support software problems that occur in the load processes and verifies the operability of all load systems after corrections have been completed.
- d. Patent(s) and application(s) that fail to process successfully through the text BRS data load process and provide recovery of the text load due to failures.
- e. Patent(s) and application(s) that fail to process successfully through the Patent Image Retrieval System (PIRS) image load process and provides recovery of image load due to failures.
- f. Weekly Issue Text and Image Load.
- g. Ad hoc requests for analysis, special load processing, production assistance, and file load support in exigent situations.
- h. Performing, maintaining and tracking the back-ups of all text and image data that is successfully loaded.
- i. Programming support to load/reload patent(s) and application(s).

C.4.8.3 Corrections are made in the shortest time possible in order to resume any load that is in a "Wait State" due to software problems. This support is provided seven (7) days a week, twenty-four (24) hours per day.

#### **C.4.9 Data Maintenance Support - Requirements:**

C.4.9.1 The Contractor shall load the following:

- a. Weekly Issue Patent Image Data - five (5) days a week, eight (8) hours per day.
- b. Trademark application and registration cropped images - five (5) days a week, one (1) hour per day.
- c. Weekly Issue Patent Image Data from TIFF - weekly.
- d. Weekly Issue Application Image Data - five (5) days a week, eight (8) hours per day.
- e. Weekly Issue Application Image Data from TIFF - weekly.
- f. Foreign Patent Image Data for both the EPO and JPO - seven (7) days a week, twenty-four (24) hours per day.
- g. Non-patent literature data - five (5) days a week, eight (8) hours per day.
- h. Patent data (USPAT, USOCR, EPO, JPO and Derwent data) - five (5) days a week, eight (8) hours per day.
- i. Global Patent Information data "front page data" - five (5) days a week, one (1) hour per day.

C.4.9.2 The Contractor shall monitor, troubleshoot, and provide the following:

- a. Trademark daily BRS-Update process - five (5) days a week, three (3) hours per day.
- b. DFD Update process - weekly.
- c. Software problems, investigates errors that may be causing software problems, corrects all support software problems that occur in the load processes and verifies the operability of all load systems after corrections have been completed.
- d. Patent(s) and application(s) that fail to process successfully through the text BRS data load process and provide recovery of the text load due to failures.
- e. Patent(s) and application(s) that fail to process successfully through the PIRS image load process and provides recovery of image load due to failures.
- f. Weekly Issue Text and Image Load.
- g. Ad hoc requests for analysis, special load processing, production assistance, and file load support in exigent situations.
- h. Performing, maintaining and tracking the back-ups of all text and image data that is successfully loaded.
- i. Programming support to load/reload patent(s) and application(s).

C.4.9.3 The Contractor shall ensure corrections are made in the shortest time possible in order to resume any load that is in a "Wait State" due to software problems. This support is provided seven (7) days a week, twenty-four (24) hours per day.

#### **C.4.10 Desktop Field Support - Description (current staffing level - 70):**

C.4.10.1 Supports the USPTO desktop lifecycle from installation and configuration, move and deployment, maintenance, repair, upgrade, and surplus. The term desktop includes but is not limited to:

- a. USPTO approved desktop CPU's, approved and non-approved laptop CPU's/docking stations, barcode readers (BCR) and accompanying peripherals which include desktop and network printers, scanners, keyboards, monitors, scan guns, etc.
- b. USPTO approved desktop workstation operating systems; USPTO approved desktop COTS software and desktop AIS.
- c. PROMARK group printers with Windows NT Server 4.0 printer servers, Walk-up NT 4.0 workstations that utilize an additional local account and NT policies.

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Also included are the desktop move and surplus support requirements of miscellaneous USPTO hardware, for example, scanners, modems, LAN probes, routers, hubs, stand-alone servers, DVD towers, jukeboxes, fax machines and convenience copiers (copiers not connected to a desktop).

#### **C.4.11 Desktop Field Support - Current Environment:**

C.4.11.1 Whenever working on equipment, the Contractor uses a grounding strap to protect the equipment from Electrostatic Discharge (ESD) damage. The grounding strap should conform to the American National Standards Institute (ANSI) standards in regard to EOS/ESD Grounding.

C.4.11.2 The Contractor currently provides its "best effort" support to non-USPTO approved laptop CPU's/docking stations. For hardware related problems, the laptop/docking station may be sent out to a third-party vendor for repair; if laptop operating system and/or drivers requested by customer are not available or not compatible, then the Contractor shall provide an alternative recommendation to customer.

C.4.11.3 During installations the Contractor removes the old PC from the customer location and retains customer's old PC for five (5) business days.

C.4.11.4 Currently the Contractor is able to perform thirty-five (35) PC installations per day, Monday through Friday.

C.4.11.5 The Contractor currently commits a four (4) hour timeslot with customer to complete an installation.

C.4.11.6 The current Contractor performs twenty-two (22) data back up and user configurations of PCs and baselines the twenty-two (22) PCs by COB the day prior to installation day (all cost centers will have Ghost images so that only optional applications will be installed via the USPTO SW Distribution Servers (e.g. WinInstall).

C.4.11.7 Currently the Contractor dedicates two technical/customer service follow up staff members that visit each user who had a PC replacement the previous day. Their responsibility is to check on how the replacement process went, answer any questions, provide information and fix any lingering problems.

C.4.11.8 Currently the Contractor resolves and circumvents group printer paper, paper jam and toner problems within one (1) hour of being notified of a problem. Notification is generally issued as a problem ticket or by an automated printer monitoring system.

C.4.11.9 Currently the Contractor maintains desktop hardware spare equipment including the most current desktop and laptop CPU's at inventory levels that ensure problems may be circumvented/resolved within four (4) hours.

C.4.11.10 Currently the Contractor performs a total of six (6) daily checks of individual group printers. These six (6) checks must be at least two (2) hours apart. The morning check shall take place at or before 7:30 a.m. and the afternoon check shall take place no later than 7:00 p.m. On weekends and holidays, the Contractor checks each printer two (2) times between the hours of 8 a.m. and 2 p.m. A check consists of:

- Printing a test print from the Walk Up Workstation.
- Clearing jams that occur.
- Completely filling paper tray if necessary.
- Adding toner as necessary.
- Removing trash and clutter as appropriate.
- Completely, accurately and legibly filling out Group Printer log sheet.

C.4.11.11 Currently the support for hardware storage areas consists of the following:

- a. Tracking all hardware as it enters and leaves the storage area.
- b. Testing all hardware as it arrives in the storage area and labeling the hardware with a brief description of any problems identified during testing.
- c. Performing the quarterly asset certification.
- d. Labeling, boxing, and shelving, speakers, cables, keyboards, and small peripherals.
- e. Serving as the point-of-contact for any storage room hardware that needs to be deployed or surplus.
- f. Removing reusable parts from surplus PCs.
- g. Arranging for the surplus of the PCs.

C.4.11.12 The Contractor completes requests to move/surplus ten (10) or fewer desktop hardware units within one (1) day of receipt of request. Exceptions may be made if customer requests a later, specific move/surplus date.

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C.4.11.13 The Contractor completes requests to move/surplus more than ten (10) desktop hardware units within five (5) days of receipt of the request.

C.4.11.14 The Contractor schedules a four (4) hour timeslot with the customer of a move/surplus. This is to inform the customer as to the window of time when they should expect the Contractor to begin and complete the move/surplus.

**C.4.12 Desktop Field Support - Requirements:**

C.4.12.1 The Contractor shall provide support from 5:30 a.m. to 12:00 a.m. (midnight), Monday through Friday, and from 5:30 a.m. to 10:00 p.m., Saturday, Sunday and holidays.

C.4.12.2 The Contractor shall be responsible for monitoring, troubleshooting, and resolving all operational, hardware, and software problems associated with Promark Group Printers, NT Group Printer Servers and walk-up workstations. The Contractor shall assist with new installation of Group Printers. The Contractor shall add paper, add toner, and clear paper jams for group printers as appropriate. The Contractor shall obtain paper and toner from central repositories currently provided by the USPTO.

C.4.12.3 The Contractor shall be responsible for NT Group Printer System Administration functions.

C.4.12.4 The Contractor shall provide depot support for PTDL workstations requiring replacement within six (6) hours.

C.4.12.5 The Contractor shall support all hardware storage areas Monday through Friday, from 8:00 a.m. to 5:00 p.m.

**C.4.13 Help Desk: Electronic Business Support (EBS) - Description (current staffing level - 9):**

C.4.13.1 Serves as the primary point of contact for public customers reporting problems or asking questions related to the application systems available on the USPTO web site (www.uspto.gov). The EBS Help Desk ensures that all calls are handled promptly, courteously, and are resolved or sent to the proper service provider within the established timeframe.

**C.4.14 Help Desk - Electronic Business Support (EBS) - Current Environment:**

C.4.14.1 Currently the Contractor's Technical Service Specialists answers electronic business services incoming calls placed to (800) 786-9199 or (703) 308-4357 up to approximately seventy-five (75) calls and emails per day. They maintain an average speed of answering a call of one (1) minute or less and returning emails within one (1) day of receipt.

C.4.14.2 The Contractor thoroughly documents all work they perform in the appropriate problem/service/change record. The Contractor updates the record within fifteen (15) minutes of performing the work.

**C.4.15 Help Desk - Electronic Business Support (EBS) - Requirements:**

C.4.15.1 The Contractor shall provide support from 6:00 p.m. to 6:00 a.m., Monday through Friday. The Contractor shall provide twenty-four (24) hour coverage on weekends and holidays.

**C.4.16 OCIO Information Technology Help Desk - Description (current staffing level - 35):**

C.4.16.1 Serves as the single point of contact for reporting problems with or requesting services to supported hardware and software.

**C.4.17 OCIO Information Technology Help Desk - Current Environment:**

C.4.17.1 The Contractor returns voice mail messages within thirty (30) minutes and e-mail messages within two (2) hours. The Contractor completes updating of records within fifteen (15) minutes of handling customer calls, voice mails, and emails.

C.4.17.2 The Contractor maintains a daily average answer speed of one (1) minute or less when the weekday call volume is five hundred (500) calls or less. The following average weekday answer speeds will apply to call volumes above five hundred (500):

Number of Calls	Expected Daily Answer Speed (Minutes)
501-550	1.5

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551-600	2
601-650	3
651-700	4
701-800	6
801-900	9
901-1000	12
1000+	no set expectations

#### **C.4.18 OCIO Information Technology Help Desk- Requirements:**

C.4.18.1 The Contractor shall answer all incoming calls placed to or transferred to the main help desk number (Currently 703-305-9000).

C.4.18.2 The Contractor shall provide personnel to support the helpdesk from 5:30 a.m. to 12:00 a.m. (midnight), Monday through Friday and from 5:30 a.m. to 10:00 p.m. local time, Saturday, Sunday, and holidays.

C.4.18.3 By 5:30 a.m., Monday through Friday, the Contractor shall review all records/tickets created in the previous twenty-four (24) hours. Contractor shall ensure that all the records are properly assigned and contain all appropriate information. Contractor shall make appropriate corrections and take appropriate action to escalate problems that extend beyond service level commitments.

C.4.18.4 The Contractor shall issue Critical Problem Notices (CPNs) in accordance with USPTO procedures within fifteen (15) minutes of notification of major production outages or a major loss of functionality to multiple customers. CPNs must be updated and issued according to standard USPTO procedures. Contractors must use the information in the CPN as a basis for updating the System Status Page on the Web site.

#### **C.4.19 Network Operations - Description (current staffing level - 35):**

C.4.19.1 PTONet currently provides connectivity to over ten thousand (10,000) nodes, spread across eighteen (18) buildings in Crystal City as well as provides several wide-area network (WAN) links, or external connections, supporting the following activities:

- a. Internet connectivity;
- b. Contractors supporting USPTO;
- c. Connectivity to commercial AIS;
- d. PTONet services to employees working at home or on travel;
- e. PTONet services to PTDLs; and
- f. Connectivity to foreign Patent offices (EPO/JPO).

C.4.19.2 Network Operations is responsible for the operation and maintenance of USPTO's:

- a. LAN and WAN infrastructure.
- b. Network and office automation servers.
- c. Fiber optic and copper cable plant.

#### **C.4.20 Network Operations - Network Operations Center (NOC) - Current Environment:**

C.4.20.1 The USPTO currently utilizes HP-Openview Network Node Manager operating on HP-UX and Windows NT operating system to perform network management. HP-Openview is based upon Simple Network Management Protocol (SNMP) and Remote Monitor (RMON) protocols. The Contractor provides monitoring and reporting for all network devices managed by the Network Management System (NMS). The Contractor ensures maps on the NMS are accurate and up to date.

C.4.20.2 The Contractor currently uses Network Management Division's NMS to perform this function. The Contractor works with other USPTO offices to identify events that should be monitored and modifies NMS maps as necessary to successfully monitor events on those AISs. The Contractor responds to events and outages on those systems, contacts designated individuals responsible for supporting those systems, escalates as necessary, and reports on the progress of restoration. Procedures for such actions are outlined in the OSP.

#### **C.4.21 Network Operations - Network Operations Center (NOC) - Requirements:**

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C.4.21.1 The Contractor shall provide, on-site, twenty-four (24) hours per day, seven (7) days per week NOC monitoring and reporting, and shall repair and correct all problems within two (2) hours of identification or notification.

C.4.21.2 The Contractor shall operate, maintain and upgrade, as authorized by the USPTO, the USPTO's NMS.

C.4.21.3 The Contractor shall provide technical assistance in the area of enterprise management of the USPTO AIS. The Contractor shall identify events that should be monitored and modify NMS maps as necessary to successfully monitor events on those AISs.

C.4.21.4 The Contractor shall perform periodic (hourly, per shift, daily) functional and performance testing of existing production network components, paths, networks, sub-networks, systems and software as required. Verification of all tests shall be recorded in an operations log.

**C.4.22 Network Operations - Network Management - Current Environment:**

C.4.22.1 Day-to-day operation, maintenance and system administration of the USPTO network infrastructure devices includes but is not limited to hardware and software on routers, hubs, switches, encryption devices, and security devices. These services are performed twenty-four (24) hours a day, seven (7) days a week. The Contractor gathers network performance and statistical data for problem analysis. The Contractor troubleshoots network problems by responding to trouble calls, performing fault isolation, and restoring service.

C.4.22.2 Currently the Contractor responds within ten (10) minutes of a failure or notification by either the Help Desk or NOC and resolves ninety-five percent (95%) of all network infrastructure problems within two (2) hours of the failure.

**C.4.23 Network Operations - Network Management - Requirements:**

C.4.23.1 The Contractor shall provide on-site network infrastructure support Monday through Friday, from 5:30 a.m. to 7:00 p.m. The contractor shall provide on-call support Monday through Friday 7:00 p.m. to 5:30 a.m. and twenty-four (24) hours a day on Saturday, Sunday, and Holidays.

C.4.23.2 The Contractor shall provide day-to-day operation, maintenance, and system administration of the USPTO network infrastructure devices.

C.4.23.3 The Contractor shall perform capacity management, security management, configuration management, and performance management on network infrastructure devices.

C.4.23.4 The Contractor shall support the operation of the USPTO's firewalls, to include the operating system, and the support of the Checkpoint firewall software.

C.4.23.5 The Contractor shall be responsible for upgrading network infrastructure hardware/software/firmware as directed. The Contractor shall produce an Installation Plan for all upgrades. The Contractor shall install upgrades approved by the USPTO. The USPTO shall provide hardware and software used in the upgrade.

C.4.23.6 The Contractor shall support the USPTO Office of Systems Architecture and Engineering (OSAE) as required during the implementation phase of major network engineering tasks.

C.4.23.7 The Contractor shall operate, maintain, and upgrade HP Node Manager, HP ITO, NetIQ, BMC (Patrol) and Nortel Opivity associated with the USPTO's NMS.

C.4.23.8 The Contractor shall perform preventive maintenance, operate, and maintain Nortel's Giga-bit Ethernet equipment.

C.4.23.9 The Contractor shall operate and maintain a Windows 2000 networking infrastructure.

**C.4.24 Network Operations - Network and Office Automation Server - Current Environment:**

C.4.24.1 Day-to-day operation, maintenance and system administration of the network and office automation servers is primarily focused on but is not limited to Windows NT servers, Microsoft Back Office suite of products, and third party commercial off the shelf (COTS) applications that support Windows NT servers. The Contractor responds to and fixes network and office

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automation server problems. These services are performed twenty-four (24) hours a day, seven (7) days a week. The Contractor gathers server performance and statistical data for problem analysis. The Contractor troubleshoots server problems by responding to trouble calls, performing fault isolation, and restoring service.

C.4.24.2 The USPTO currently uses Microsoft Systems Management Server (SMS) to perform software distribution.

C.4.24.3 The USPTO currently uses Microsoft Exchange for its electronic mail (e-mail) system.

C.4.24.4 The Contractor performs regularly scheduled preventative maintenance (PM) activities on the USPTO network and office automation servers. This includes PM on the operating system as well as on any applications supported by Network Operations Division (NOD) (e.g. Microsoft Exchange and SMS).

C.4.24.5 The Contractor routinely backs-up the USPTO Network and Office Automation servers and NMS servers per established standard operating procedures. The Contractor coordinates the periodic shipping of tapes to an offsite storage facility.

C.4.24.6 The Contractor provides the following network and office automation server administration tasks per the time frames outlined below:

Move PTOnet logon access to a different file server	Within three (3) days after receipt of request
Increase file server space (10 Mb or less)	Within three (3) days after receipt of request
Create new PTOnet shared space	As negotiated with business area
Create new E-mail account	Within one (1) day after receipt of request
Provide access to shared network server space	Within three (3) days after receipt of request
Creation/Modification of Exchange Distribution Lists	Within three (3) days after receipt
Creation of Network Print Queues	Within three (3) days after receipt of request

C.4.24.7 The Contractor is responsible for producing an installation plan for upgrading network and office automation infrastructure hardware/software/firmware. Only those upgrades approved by the USPTO are performed. The USPTO shall provide parts used in the upgrade.

C.4.24.8 The Contractor is responsible for placing into production all network and office automation devices which includes, but is not limited to receipt, initial inventory, set up, burn-in, testing, software loading, and deployment of hardware. In performing these services, the Contractor adheres to policies and procedures as established by the USPTO.

C.4.24.9 Currently the Contractor responds within ten (10) minutes of a failure or notification by either the Help Desk or NOC and resolves ninety-five percent (95%) of all network infrastructure problems within two (2) hours of the failure.

**C.4.25 Network Operations - Network and Office Automation Server - Requirements:**

C.4.25.1 The Contractor shall provide technical support to the USPTO for the day-to-day operation, maintenance and system administration of the USPTO network and office automation servers. This support shall be Monday through Friday, from 5:30 a.m. to 7:00 p.m. When on-site support is required outside of these hours, the contractor shall follow established escalation procedures to arrive at the designated site within sixty (60) minutes of notification by the NOC. The contractor shall provide on-call support Monday through Friday, 7:00 p.m. to 5:30 a.m. and twenty-four (24) hours a day, Saturday, Sunday, and Holidays and shall repair and correct all problems within two (2) hours of identification or notification.

C.4.25.2 The Contractor shall perform capacity management, security management, configuration management, and performance management on network and office automation server devices.

C.4.25.3 The Contractor shall operate, maintain and upgrade, as new releases are approved, the USPTO's software distribution utility and electronic mail system.

C.4.25.4 The Contractor shall perform regularly scheduled PM activities on the USPTO network and office automation servers.

C.4.25.5 The Contractor shall operate, maintain and upgrade, as new releases are approved, the USPTO's tape back up system.

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C.4.25.6 The Contractor shall operate, maintain and upgrade, as new releases are approved, hardware, software, and connectivity associated with the USPTO's Public Key Infrastructure (PKI) operating environment and Enterprise-Wide Login (EWL) infrastructure and shall perform related system administration functions.

C.4.25.7 The Contractor shall be responsible for upgrading to new releases as approved and placing into production network and office automation infrastructure hardware/software/firmware as directed.

**C.4.26 Network Operations - Network Cabling - Current Environment:**

C.4.26.1 The Contractor provides cable and infrastructure installation and maintenance for the network cable plant per the time frames outlined below:

Installations of network drops (regular)	Within fifteen (15) days after receipt of request
Installations of network drops (priority)	As negotiated with the customer and approved by the OCIO
Activation of network drops (five (5) or less)	Within one (1) day after receipt
Activation of network drops (five (5) or more)	Within five (5) days after receipt of request
Activation of network drops (priority)	As negotiated with the customer and approved by the OCIO
Deactivation of existing network drops	Within three (3) days after receipt of request

C.4.26.2 The Contractor arrives on-site to resolve all fiber optic cable outages within two (2) hours of notification of the problem and resolves ninety-five percent (95%) of all fiber optic cable problems within four (4) hours.

C.4.26.3 The Contractor arrives on-site to resolve all user network cable outages within two (2) hours of notification of the problem and resolves ninety-five percent (95%) of all user network cable outages within four (4) hours.

**C.4.27 Network Operations - Network Cabling - Requirements:**

C.4.27.1 The Contractor shall provide on-site network cabling support Monday through Friday, from 6:30 a.m. to 5:00 p.m. When on-site support is required outside of these hours, the contractor shall follow established escalation procedures to arrive at the designated location within sixty (60) minutes of notification by the NOC.

C.4.27.2 The Contractor shall provide day-to-day operation, maintenance of the USPTO's fiber optic and copper cable plant. The Contractor shall respond to and fix USPTO net cabling problems. These services shall be performed twenty-four (24) hours a day, seven (7) days a week, excluding Holidays observed by the USPTO.

C.4.27.3 The Contractor shall gather network performance and statistical data for problem analysis. The Contractor shall troubleshoot cabling problems by responding to trouble calls, performing fault isolation and restoring service.

C.4.27.4 The Contractor shall perform configuration management, capacity management, and cable and infrastructure installation and maintenance of the USPTO's cable plant.

C.4.27.5 The Contractor shall install, and test network cabling in accordance with policies and procedures as set by the USPTO.

**C.4.28 NT/UNIX Operating Systems Support - Description (current staffing level - 7):**

C.4.28.1 Provides support to the operations staff and application programmers by maintaining the Windows NT (servers only) and UNIX operating systems. This involves ongoing activity in the areas of system software, systems administration, TCP/IP, Internet services, hardware configuration upgrades, high availability software, and automated operations. Operating system support involves the maintenance/upgrades to products from Microsoft, Input Accel, Wang, Kodak, HP, Sun, and other vendors.

**C.4.29 NT/UNIX Operating Systems Support - Current Environment:**

C.4.29.1 The Contractor currently provides technical services to maintain the production environment for the HP AIS Application servers running on the Windows NT Operating System and the HP/UX and Sun servers. This includes periodic upgrades to Windows NT Servers, UNIX Servers and all other vendor supporting system software.

**C.4.30 NT/UNIX Operating Systems Support - Requirements:**

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C.4.30.1 The Contractor shall provide technical support to maintain the production environment for the HP AIS Application servers running on the Windows NT Operating System and the HP/UX and Sun servers. This will include periodic software upgrades, as approved by the USPTO, to Windows NT Servers, UNIX servers (review existing available patches, install patches, etc.), and to all other vendor supported system software.

C.4.30.2 The Contractor shall provide technical support to develop, program, test and implement system software utilities for both the UNIX based and Windows NT based application platforms. All new programs and processes will operate in an "unattended operations" central computer environment.

C.4.30.3 The Contractor shall provide technical support and troubleshooting assistance for the application development community by answering questions on application interfaces to the operating system and identifying production anomalies to developers for their corrective action.

C.4.30.4 The Contractor shall provide technical support required for any necessary hardware upgrades and maintenance, including monitoring the performance of existing hardware. This task will be a continuous effort.

C.4.30.5 The Contractor shall provide support for day-to-day operational support, troubleshooting problem records assigned, and taking proper corrective actions. This may involve complete reloading of servers, intricate system administration troubleshooting, and proper corrective actions.

C.4.30.6 The Contractor shall assist the USPTO personnel in the installation of system software during non-production hours. The Contractor shall provide off-hour on-call support following the installation of any system software process or hardware. Non-production and off-hour support is defined as outside the principal period of performance hours. The Contractor shall periodically provide twenty-four (24) hour on-call support as assigned.

C.4.30.7 The Contractor shall provide on-site maintenance support for the UNIX and NT AIS servers Monday through Friday, 5:30 a.m. to 7:00 p.m.. The Contractor shall provide on-call maintenance support for the UNIX and NT AIS servers Monday through Friday, 7:00 p.m. to 5:30 a.m. and twenty-four (24) hours a day, Saturday, Sunday, and Holidays with a ten (10) minute response and, if required, arrive on-site within two (2) hours.

#### **C.4.31 Data Base Administration (DBA) Support - Description (current staffing level - 7):**

C.4.31.1 This involves ongoing activity in the areas of Oracle and BRS system software maintenance, Oracle database administration, and automation of database services within the Oracle Enterprise Manager (OEM) for Oracle databases as well as writing scripts to automate maintenance of the BRS file system.

#### **C.4.32 Data Base Administration (DBA) Support - Current Environment:**

C.4.32.1 The current Contractor is responsible for coding, testing and implementing any new program products, processes and scripts used to automate operational activities such as file reorganization, space management and resolutions to system alarms. The Task Manager or DBAD Manager approves test procedures, and new and revised documentation. The programming services provided included, but are not be limited to, the following:

- a. Analysis of the requirements;
- b. Development of the coding specification and detailed design;
- c. Development of programs, libraries, and/or scripts;
- d. Development of test scripts and data, (USPTO DBA shall assist in this parallel testing);
- e. Development of the installation plan and implementation of all processes and procedures;
- f. Development of documentation of the procedures and methodology applicable to the proper maintenance of the

program(s).

C.4.32.2 The Contractor documents operational procedures to completely describe any new processes and procedures. The Contractor logs, schedules and tracks all changes in EAMS. The Contractor or a member of the computer operations staff logs all problems resulting from any new processes and procedures in the EAMS. The Contractor also uses Oracle Meta-link to diagnose Oracle problems, track patches, and problem tickets. The Contractor is responsible for all corrections to that code and for repairs to the system or database.

C.4.32.3 The Contractor shall participate with the USPTO in the current effort to standardize the implementation of Oracle databases and improve the management and maintenance for the Oracle production and test environments at the USPTO. The

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Contractor must be able to demonstrate skill with the OEM version 2.0.4 and must incorporate all Oracle maintenance and management programs, scripts or actions to resolve alerts in OEM.

**C.4.33 Data Base Administration (DBA) Support - Requirement:**

C.4.33.1 The Contractor shall provide on-site technical support from 6:00 p.m. to 6:00 a.m. Monday through Friday and provide twenty-four (24) hour support Saturday, Sunday, and holidays, for technical services to monitor and maintain the Oracle and BRS production and test databases running on HP-UX and HP-NT servers. This shall include periodic software upgrades to the Oracle and BRS software.

C.4.33.2 The Contractor shall provide technical support and troubleshooting assistance for the application development community by answering questions on application interfaces to the operating system and identifying production anomalies to developers for their corrective action.

C.4.33.3 The Contractor shall provide subject matter experts for special projects as requested. The Contractor shall study issues as it relates to the USPTO environment and shall document that analysis along with an action plan to remedy a problem, initiate a process or procedure, roll out products onto the appropriate servers and/or enhance current operations. This subject matter expert shall mentor both the USPTO and Contractor personnel as necessary in the expertise.

**C.4.34 User ID and Password Administration - Description (current staffing level - 6):**

C.4.34.1 Responsible for the administration of all user ID's and Passwords to PTOnet Systems.

**C.4.35 User ID and Password Administration - Current Environment:**

C.4.35.1 Currently the Contractor is fulfilling ninety-five percent (95%) of the following request per the time frames outlined below:

Create new PTOnet Login ID and Password	Within 1 day after receipt of approved request
Create Mail@Home ID and have materials ready for user	Within three (3) days after receipt of approved request
Create new E-mail account	Within one (1) day after receipt of approved request
Create new firewall ID	Within one (1) day after receipt of approved request
After verifying the identity of a user, create a new PKI certificate or renew an existing certificate and provide user with an identification number and authorization code.	Within one (1) day after receipt of approved request
Move PTOnet logon access to a different file server	Within three (3) days after receipt of request
Delete PTOnet ID, firewall ID, E-mail ID, and Mail@Home ID	Within one (1) day after receipt of request
Revoke PKI certificates and recover PKI keys.	Within three (3) days after receipt of request

**C.4.36 User ID and Password Administration - Requirements:**

C.4.36.1 The Contractor shall provide on-site Login and Password administration support 5:30 a.m. to 12:00 a.m.(midnight), Monday - Friday, excluding Holidays observed by the USPTO.

C.4.36.2 The Contractor shall provide technical assistance in the area of enterprise management for the USPTO AIS Login ID's and Passwords using the EWL system. The Contractor shall respond to events and outages on EWL, contact designated individuals responsible for supporting those systems, escalate as necessary, and report on the progress of restoration.

C.4.36.3 The Contractor shall conduct security audits as requested by the USPTO.

**C.4.37 Technical Writing/Document Development - Description:**

C.4.37.1 Responsible for developing, delivering and distributing informational end user documentation, Technical Notes, and technical writings for the Help Desk's Intranet web site.

**C.4.38 Technical Writing/Document Development - Current Environment (current staffing level - 4):**

C.4.38.1 The Contractor assists in the fulfillment and distribution of publications.

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#### **C.4.39 Technical Writing/Document Development - Requirements:**

C.4.39.1 The Contractor shall prepare user and service guides pertaining to the use of COTS software and government developed software applications. The Contractor shall develop user guides using PageMaker 6.5 software matching the publication specifications and technical standards established by the USPTO. For each user or service guide, the Contractor shall be responsible for delivering a camera-ready PageMaker 6.5 document in both electronic and hard copy formats within three weeks from initial assignment. The contractor will be required to meet with the USPTO management, service providers, and end users, in determining scope, content, and procedural issues contained in each guide. The development of new guides, along with existing guides requiring revision, will be required at the approximate rate of two (2) or three (3) per month.

C.4.39.2 The Contractor shall assist in preparing CIO News, an information technology newsletter produced quarterly from the OCIO. The Contractor support includes the authoring of information technology and office automation articles; layout and design of each issue; printing and distribution of each issue. The contractor will be required to meet with the USPTO management, service providers, and end users, in determining scope and content of each issue.

C.4.39.3 The Contractor shall assist in creating Technical Notes for use by OCIO staff personnel and OCIO Help Desk personnel. Each Technical Note must be developed in accordance with the OCIO Technical Notes Directives System, must be approved by Customer Information Services Division (CISD), and must be made available in both electronic and hard copy formats. The contractor will be required to meet with the USPTO management, service providers, and end users, in determining procedural issues that are required for each Technical Note.

C.4.39.4 The Contractor shall provide a Technical Writer to support Help Desk documentation requirements. These requirements consist of Knowledge Pak documentation and written documentation for the Help Desk Web site.

#### **C.4.40 Warehouse Operations - Description (current staffing level - 7):**

C.4.40.1 The Warehouse Operations task supports a variety of different requirements. The Warehouse serves as the: single point of shipping and receiving for IT equipment (includes CPU, monitor, printer, etc); single point of process, for property management purposes and for all delivered IT equipment; point of process Return Merchandise Authorization (RMA) requests for defective equipment; and, the point of process for excess equipment. Also provided under the Warehouse Operations task is the delivery of equipment to the USPTO campus for installation and the removal of equipment from the USPTO campus for excessing.

#### **C.4.41 Warehouse Operations - Current Environment:**

C.4.41.1 The contractor currently scans all new equipment delivered to the warehouse within two (2) working days from date of receipt, for example, if delivery occurs on Monday, all assets must be scanned by COB Wednesday.

C.4.41.2 The contractor currently is responsible for scanning all assets brought to the warehouse for immediate excess, within three (3) working days and within ninety-eight percent (98%) accuracy or the incorrect skids will be redone at no additional cost to the government.

C.4.41.3 The contractor currently sends the list of recently delivered hardware to the COTR within four (4) hours of receipt of the hardware at the warehouse.

C.4.41.4 The contractor currently conducts all warehouse activities in an ISO 9000 certified facility which is approximately 9,000 square feet in size.

#### **C.4.42 Warehouse Operations - Requirements:**

C.4.42.1 The contractor shall provide support from 6:30 a.m. to 4:30 p.m., Monday through Friday.

C.4.42.2 Contractor shall provide a facility located in Virginia, within a 5-mile radius of the USPTO.

#### **C.4.43 Hardware Maintenance - Description (current staffing level - 1):**

C.4.43.1 Provide both hardware and operating system software support for a variety of hardware platforms. This hardware includes servers, scanners and printers (anything not covered as part of a desktop unit).

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#### **C.4.44 Hardware Maintenance - Current Environment:**

C.4.44.1 Currently maintenance of the equipment is provided through a variety of contracts, warranties and purchase orders, that either the USPTO manages or are performed as part of the USPTO contracts. This includes Promark printers, Xerox printers, and Fujitsu scanners.

#### **C.4.45 Hardware Maintenance - Requirements:**

C.4.45.1 See Attachment "Hardware Listing" for list of equipment to be supported.

C.4.45.2 Future Requirements. In reference to the column entitled "Maintenance Required Current/Future", Contractor is not required, at this time, to provide pricing information for those items designated "Future." This is for informational purposes only and to provide notice that at some point during the contract life, at the option of the USPTO, the USPTO anticipates that the maintenance of those items will become the responsibility of the Contractor.

#### **C.4.46 Carlyle Move (Future Requirement #1):**

C.4.46.1 The contractor may perform the following:

a. Client-Equipment Relocation Support - includes all IT equipment not located in the Data Center, Emerging Technology Center, CPK3-4th floor data center, or other remote "data centers" as identified by USPTO. Includes such equipment as personal-computer workstations (includes desktop printers and scanners), high-speed printers, high-speed scanners, etc. This area may also include the relocation of general office equipment such as photocopiers and facsimile machines.

b. Server-Equipment Relocation Support - includes all IT equipment located in the Data Center, Emerging Technology Center, CPK3-4th floor data center, or other remote "data centers" as identified by USPTO. Includes such equipment as NT servers, UNIX servers, mass storage, tape libraries, high-speed scanners and high-speed printers.

c. Telecommunication Support - includes the operation, administration and support of the USPTO voice communications system(s). The voice system and support includes; help desk support for telephone problems and repairs, telephone repair support, voice-messaging administration and support, PBX administration and maintenance for telephone equipment. (Includes maintaining the telephone number system within the PBX call accounting system and the assignment of new telephone numbers, changes, and deletions. The support would also include ordering, tracking and bill reconciliation of services from the telephone company, including remote access (i.e., work at home) telephone support, and video teleconferencing support.

#### **C.4.47 Inventory Support (Future Requirement #2):**

C.4.47.1 The purpose of this task is to provide the USPTO with maintenance services for the inventory module within the EAMS. These services shall be in the form of data maintenance and inventory verification support. The activities in this task include: inventory support, quality assurance, financial reconciliation, training, and documentation.

C.4.47.2 Inventory support includes:

- a. Execution of the Asset Management guidelines and schedules of activities as determined by the USPTO's Asset Management Team.
- b. Distribution of monthly Property Custodian report packages.
- c. Updates to the systems based on the custodian reports and other asset management forms (Home Use, Transfer of Assets, etc) and ensure all updates are made correctly and within the required time frames. Processing of these reports should be within ninety-five percent (95%) accuracy and within forty-eight (48) hours of receipt.
- d. Maintenance of the official Property Custodian listing.
- e. Issuance of all Department of Commerce provided bar code labels (i.e., CD bar code labels).
- f. Creation and issuance of all non-Department of Commerce provided bar code labels.
- g. Processing of surplus reports.
- h. Receive and process on a daily basis collected data from either the Psion Workabout or Radio units.
- i. Daily and weekly reconciliation of the "To-Be Assigned" Property Custodian listing ensuring that all assets are properly assigned with ninety-five percent (95%) accuracy.
- j. Adding new asset descriptions as assets are deployed.
- k. Standardization of asset descriptions for existing and newly acquired assets.

C.4.47.3 Quality assurance includes:

- a. Physically observing and validating 10% of the assets on the custodian's current Property Custodian report and 10% of the assets found in the custodian's area to their current Property Custodian report.

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b. Property Custodian Quality Assurance package must be completed in the system and provided to the PTO within two (2) business days after completion of the verification.

c. Performing weekly data quality fieldwork to ensure the validity of the asset data is at a minimum ninety-five percent (95%) accurate at all times. Special emphasis should be placed on the following:

- (1) Assets with "Not Accessible" in the serial number field.
- (2) Assets with "duplicate" serial numbers.
- (3) Assets with "unusual" serial number configurations.

C.4.47.4 Financial reconciliation includes:

a. Performing financial reconciliation activities for all assigned financial documents. Such activities may require interaction with designated USPTO employees, Property Custodians, and/or contractors.

b. Assignments must be completed within five (5) business days from the assigned date.

c. Providing a weekly status of all assignments.

C.4.47.5 Training and documentation includes:

Providing the training, documentation, and classes to support all Asset Management functions in the hand-held units. Such classes are on an "as needed basis" but shall not exceed twenty (20) classes per month.

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## SECTION D -- PACKAGING AND MARKING

### D.1 PACKING AND MARKING

(a) Packing, labeling and marking of some items to be delivered under this contract must comply with the Statement of Work and with instructions to be provided by the Contracting Officer's Technical Representative.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 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):

[www.arnet.gov](http://www.arnet.gov)

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001

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**SECTION F -- DELIVERIES OR PERFORMANCE**

**F.1 52.252-02 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):

www.arnet.gov

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.242-17	Government Delay Of Work	April 1984

**F.2 IDENTIFICATION OF CONTRACT DELIVERABLES**

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- Name and business address of the Contractor;
- Contract number and task order number;
- Date of report; and
- Name and office location of the COTR

**F.3 DELIVERABLES**

Each task order will specify the deliverables to be produced by the Contractor and the delivery date. All documentation deliverables shall be submitted first in draft form. The Government will have up to fifteen (15) working days to determine the acceptability of all completed draft deliverables and ten (10) working days to determine the acceptability of all completed final deliverable. Deficiencies in draft and final deliverables shall be corrected by the Contractor within ten (10) working days of notification by the Government. In addition to the services required under the contract, the Contractor shall be required to provide the following deliverables, after completion of each PTO task order:

- Deliverables stated in each of the assigned task orders.
- Monthly Status Reports (See Section F.5 "MONTHLY STATUS REPORT")

**F.4 GOVERNMENT HOLIDAYS**

The following legal holidays are observed by this contract:

New Year's Day	January 1
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. In addition, work may not be required of the Contractor when Federal employees are released from work

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early due to inclement weather conditions or when Federal offices are closed due to inclement weather conditions. The COTR will notify the Contractor when early release of Federal employees has been authorized.

## F.5 MONTHLY STATUS REPORT

The Contractor shall submit a monthly status report, covering the first day of the month through the last day of the month. One (1) copy each of the status report is due, in electronic format, to the COTR and the CO seven (7) working days following the last day of the month. The format for the status report shall include a contract summary sheet to include the contract number and title, a task by task status report, a summary of problems, and a summary of expenditures. Each task in progress shall be summarized to identify the Task Order Manager for both the USPTO and the Contractor, the task objective, progress, planned activities, information about deliverable status, and problems. The problem summary section shall describe any problems and proposed solutions, if applicable, and problem resolutions. The expenditures section shall summarize tabularly and/or graphically estimated costs and labor hours, overall and by task. Data shall include:

- (1) Labor hours and dollar amounts expended for each labor category from the effective date of the contract thru the last day of the current reporting month;
- (2) Labor hours and dollar amount expended by category during the current reporting month;
- (3) Estimates of labor hours (by category) to be expended during the next reporting month; and
- (4) Identification of direct labor hours of prime Contractor and subcontractor(s), if applicable.

In addition to the monthly status report, the COTR will have the Contractor generate other reports as necessary.

## F.6 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

Base Year: January 16, 2002 - January 15, 2003  
Option Year 1: January 16, 2003 - January 15, 2004  
Option Year 2: January 16, 2004 - January 15, 2005  
Option Year 3: January 16, 2005 - January 15, 2006  
Option Year 4: January 16, 2006 - January 15, 2007  
Option Year 5: January 16, 2007 - January 15, 2008  
Option Year 6: January 16, 2008 - January 15, 2009  
Option Year 7: January 16, 2009 - January 15, 2010  
Option Year 8: January 16, 2010 - January 15, 2011  
Option Year 9: January 16, 2011 - January 15, 2012

## F.7 PLACE OF DELIVERY

The deliverable items to be furnished hereunder shall be delivered to the COTR as named in Section G of the contract.

## F.8 PLACE OF PERFORMANCE

The effort required under this contract shall be performed at the USPTO currently located in Arlington, VA, the Contractor's facilities and/or other sites designated by the USPTO. Each task order will specify the place of performance.

## F.9 PRINCIPAL PERIOD OF PERFORMANCE

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The principal period of performance will be specified in each task order.

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## 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 point of contact during the performance of the contract.

#### A. Contracting Officer's Technical Representative (COTR)

(1) The COTR will be designated on authority of the CO to monitor all technical aspects and assist in administering 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 perform or cause to be performed inspection necessary in connection with Contract concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of the Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property 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

(2) Tom King, is hereby designated as the COTR. 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 CO in writing.

NAME: Tom King  
ADDRESS: U.S. Patent and Trademark Office  
Office of Chief Information Officer  
21211 Crystal Drive  
Crystal Park Two, Suite 1002  
Arlington, VA 22202  
PHONE: (703) 305-8999

(3) The responsibilities and limitations of the COTR are as follows:

(a) 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.

(b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the scope of work, contract price, or other mutually agreed upon terms or provisions of the contract. Any Contractor request for changes shall be referred to the Contracting Officer (CO) directly or through the COTR. No such changes shall be made without the expressed prior authorization of the CO. The COTR may designate assistant COTR(s) to act for him/her by naming such an assistant in writing and transmitting a copy of such designation through the CO to the Contractor.

#### B. Task Manager(s)

All Task Manager(s) will be designated on authority of the CO to monitor all day-to-day aspects of task orders in conjunction with the COTR. The Task Managers will have the equivalent authority as the COTR under the contract with regard to the specific task assigned. The Task Manager(s) will be designated in all task orders.

#### C. Contracting Officer (CO)

All contract administration will be effected by the CO. Communications pertaining to contract administration matters will be addressed to the CO. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the CO authorizing such changes.

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## G.2 CONTRACT ADMINISTRATIVE OFFICE

This contract will be administered by:

NAME: Office of Procurement  
ADDRESS: U.S. Patent and Trademark Office  
Office of Procurement  
2011 Crystal Drive  
Crystal Park One - Suite 810  
Arlington, VA 22202  
PHONE: (703) 305-8014

Written communications to the CO shall make reference to the contract number and shall be mailed to the above address.

## G.3 CONTRACTING OFFICER'S AUTHORITY

The CO 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 shall remain solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, 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 thereof.

## G.4 SEGREGATION OF COSTS BY TASK ORDER

As referenced in Section G clause entitled, "SUBMISSION OF INVOICES," all costs shall be accumulated and invoice by individual task order for billing purposes.

## G.5 SUBMISSION OF INVOICES

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 for each task order. 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. All invoices shall be submitted to the following address:

<u>Courier or Hand Delivery</u>	<u>U.S. Mail Delivery</u>
U.S. Patent and Trademark Office	U.S. Patent and Trademark Office
Office of Finance	Office of Finance
2011 Crystal Drive - Suite 802B	2011 Crystal Drive, Box 17
Arlington, VA 22202	Washington, DC 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 number (one per invoice);
- (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;

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- (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 side of the original of each invoice:

COTR'S CERTIFICATION:

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

\_\_\_\_\_  
COTR Signature

\_\_\_\_\_  
Date

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 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 per each individual task order. 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.2 CONTRACT TYPE

This is a labor-hour and time and material type contract.

### H.3 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO 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 which is the sole property of the USPTO, 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 obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

### H.4 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the CO, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

### H.5 GOVERNMENT AND CONTRACTOR FURNISHED FACILITIES AND EQUIPMENT

The USPTO will provide the Contractor with access to any aspect of its automated environment and to any existing documentation needed to carry out this project. The USPTO will provide space to the Contractor when space is available for this effort. The Contractor shall be responsible for its own leasing arrangements i.e., Warehouse Space reference C.4.40 - C.4.42. The USPTO will not provide any Government-furnished equipment under this contract, except as specifically provided in Section C.

### H.6 GOVERNMENT FURNISHED DATA

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order.

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract.

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Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

## H.7 GOVERNMENT INVESTIGATION/SUITABILITY INVESTIGATION REQUIREMENTS

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.8 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below:

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a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

## H.9 KEY PERSONNEL

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

Labor Categories	Personnel
Program Director	
Project Manager	
Customer Services Manager or Equilivant	
Help Desk Task Manager or Equilivant	
Field Engineer Task Manager or Equilivant	
Asset Manager or Equilivant	

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 fifteen (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.10 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 CO 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.

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## H.11 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government may extend the term of this contract by unilateral modification to the contract on or before the last day-of the applicable period of performance.

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

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years from the effective date of this contract.

Exercise of this option shall be in accordance with Section F clause entitled, "PERIOD OF PERFORMANCE."

## H.12 ORGANIZATIONAL CONFLICT OF INTEREST

A. 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.

B. 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 CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

C. Remedies. The CO 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 CO, 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.

D. The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

## H.13 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 CO.

## H.14 RIGHTS IN DATA

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

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## H.15 SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 22) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

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.

## H.16 SUPERVISION OF CONTRACTOR'S EMPLOYEES

Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

## H.17 TASK ORDER PROCEDURES

All work shall be initiated only by issuance of a task order fully executed by the CO. 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 will be disallowed.

The designated COTR will initiate the task order process by preparing a statement of requirements and/or objectives to be achieved which includes performance measures in the form of a Task Objective Statement (TOS). The Contractor shall meet with the COTR to mutually discuss and agree upon the requirements and/or objectives to be achieved.

The Contractor shall prepare a proposal in response to the TOS incorporating the results of the discussions and forward it to the COTR for approval. The proposal shall contain the effective date of the task order, and the COTR and designated Task Manager's names as delineated in the TOS, a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task

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order, any deliverables to be provided by the task order, any Government-furnished equipment, any Contractor-furnished items required, the labor categories required, the anticipated level of effort, and a cost ceiling.

Upon approval of the proposal by the COTR the final task order statement of work will be forwarded to the CO for execution and issuance.

The Contractor shall acknowledge receipt of each task order by returning to the CO a signed copy of the task order within two (2) work days after receipt. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

Following execution of the task order, technical clarifications may be issued in writing at any time by the designated COTR to amplify or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the CO of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the CO to reflect changes to tasking.

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 80% (percent) 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.18 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)

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 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):

[www.arnet.gov](http://www.arnet.gov)

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.202-01	Definitions	May 2001
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 Alt I	Audit and Records--Negotiation Alternate I	January 1997
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.219-06	Notice Of Total Small Business Set-Aside	July 1996
52.219-08	Utilization of Small Business Concerns	October 2000
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	August 1996
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
52.223-10	Waste Reduction Program.	August 2000
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.226-01	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	June 2000
52.227-01	Authorization and Consent	July 1995
52.227-14	Rights in Data--General	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.232-01	Payments	April 1984
52.232-07	Payments Under Time -And-Materials And Labor Hour Contracts	March 2000
52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984

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52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	May 2001
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
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      52.203-08      **CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY**      **JANUARY 1997**

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

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

(2) Rescind the contract with respect to which--

(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 subsections 27(e)(1) of the Act.

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

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

I.3      52.203-10      **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY**      **JANUARY 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.

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(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.4      52.203-12      **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN      JUNE 1997**  
**FEDERAL TRANSACTIONS**

(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.

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(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.

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

(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 subparagraph (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

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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 subparagraph (b)(1) of this clause, if paid for with appropriated funds.

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

(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.

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I.5 52.219-14 LIMITATIONS ON SUBCONTRACTING

DECEMBER 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.6 52.239-01 PRIVACY OR SECURITY SAFEGUARDS

AUGUST 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.7 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

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construction of any public facility), the subcontractor must include 52.219-8 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 (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 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.

**I.8 52.252-02 CLAUSES INCORPORATED BY REFERENCE**

**FEBRUARY 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): [www.arnet.gov](http://www.arnet.gov)

**I.9 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES**

**APRIL 1984**

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

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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## SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 ATTACHMENT LISTING

Attachment 1 - Hardware Listing

Attachment 2 - Past Performance Questionnaire

Attachment 3 - FMEUS Glossary of Acronyms

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

K.1 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APRIL 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 of 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 offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an 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) above  
\_\_\_\_\_ (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) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

(c) If the offeror deletes or modifies subparagraph (a)(2) above, 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 PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS APRIL 1991

(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 that on or after December 23, 1989,-

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(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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(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, 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 52.204-03 TAXPAYER IDENTIFICATION**

**OCTOBER 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;

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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 52.209-05 CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS**

**APRIL 2001**

(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; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below. ]

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(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)(D) of this provision; and [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) 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

(E) 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)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

- (1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
- (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) 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.5 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS**

**MAY 2001**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541513.

(2) The small business size standard is \$18Million.

(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.

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- (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.

(c) Definitions. As used in this provision-  
"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) 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  
(ii) 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.  
(2) 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).

"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) 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  
(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) 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  
(2) 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--

- (i) Be punished by imposition of fine, imprisonment, or both;  
(ii) Be subject to administrative remedies, including suspension and debarment; and  
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 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;

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(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.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE**

**APRIL 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)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING**

**OCTOBER 1996**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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(a) The offeror, by signing this offer, certifies that --

\_\_\_ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently --

\_\_\_ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

\_\_\_ (ii) Have more than 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

\_\_\_ (iii) Meet the reporting thresholds in toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

\_\_\_ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

\_\_\_ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive order 12969, August 8, 1995 (60 FR 40989-40992).

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**SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors--Competitive Acquisition	May 2001
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.233-02	Service Of Protest	August 1996

**L.2 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW FEBRUARY 1999**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.3 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1998**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

**L.4 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).

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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:

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- (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.

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## L.5 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.

## L.6 EVALUATION OF PROPOSALS

The USPTO will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of the RFP.

## L.7 INCUMBENT CONTRACTOR

Computer Based Systems, Incorporated  
Contract No. 50-PAPT-7-00017

## 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 Section L.13 (Proposal Requirements). 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 NO ALTERNATE PROPOSALS ACCEPTED

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. No alternate proposals will be accepted. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

## L.12 PERIOD FOR ACCEPTANCE OF OFFERS

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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.13 PROPOSAL REQUIREMENTS

Offerors are required to submit the following in response to the solicitation:

- A. Technical Proposal
- B. Management Proposal
- C. Past Performance and Experience
- D. Price Estimate
- E. Transition Plan
- F. Price Breakdown By SOW Sections
- G. Certifications and Representations

### A. Technical Proposal.

The Technical Proposal shall not exceed thirty (30) pages in length and shall include your innovative approach to meeting all of the minimum needs of the Government as described in the statement of work, incorporating the current environment, requirements and proposed performance measures. Offerors are strongly encouraged to propose performance measures, including the methods in which the performance metrics will be measured and the corresponding incentive/disincentive package, for review by the USPTO.

### 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), the Audited and Certified Financial Statement, 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 (see Section H.9) 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 and key personnel resumes (each key personnel resume shall not exceed two (2) pages);

5. Corporate and financial resources including audited and certified financial statements. The Offeror shall provide 1999 or most current financial statements certified by independent auditors in accordance with generally accepted accounting principles and auditing standards. Offerors shall also provide any applicable lines of credit.

### 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.

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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 ten (10) Government and/or commercial contracts.

If a subcontractor or teaming arrangement is proposed, 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 five (5) Government and/or commercial contracts that each proposed subcontractor has accomplished.

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide ten (10) references, and its subcontractors are not able to provide five (5) 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. The purpose of requesting references (if available) is to provide the USPTO with an adequate sampling of past performance information in the event references fail to provide needed information or are no longer available to provide the information. As stated, if an offeror cannot provide requisite number of references, a certification so stating is required.

3. Past Performance Questionnaire; (excluded from five (5) page limitation)

In addition to the information required in number 2 above, the offeror is required to provide for completion to those references designated, the Past Performance Questionnaire found in Section J. The USPTO requires that the references submit the completed questionnaires directly to the Government's Contracting Officer at the address shown in Clause L.15.

The Offeror is responsible for exercising due diligence to ensure references submit completed past performance questionnaires directly to the Government no later than the proposal submission due date. Offerors are cautioned that failure to demonstrate due diligence may result in a lower rating for this component of past performance.

The information contained in the past performance questionnaires shall be considered sensitive and shall not be released to Offerors or used beyond the contract awards evaluation process.

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 including all labor categories determined 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. Further, each labor rate identified shall be expressed as burdened rate in each of the following ways:

- On-Site, with Government Furnished Furniture;
- On-Site, Space only no Furniture Provided; and,
- Off-Site.

E. Transition Plan.

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In this section the offeror shall describe its approach to transitioning from the current contract to the follow-on effort. The offeror must describe how this transition will be accomplished without disruption to the services required by the USPTO. At a minimum, this must include anticipated problems, solutions to those problems, the time frame necessary to complete the transition and the total costs associated with the transition. This section is limited to a maximum of ten (10) pages.

#### F. Price Breakdown By SOW Sections.

Within Section C of the solicitation there are several areas described that require performance. Offerors are required to provide a cost estimate for their approach or solution proposed for all areas, along with a basis for that estimate, not to exceed twelve (12) pages. The twelve areas are as follows: Advanced Problem Resolution Support, Data Maintenance Support, Desktop Field Support, Help Desk: Electronic Business Support, OCIO Information Technology Help Desk, Network Operations, NT/Unix Operating Systems Support, Data Base Administration, User ID and Password Administration, Technical Writing/Document Development, Warehouse Operations and Hardware Maintenance.

#### G. Certifications and Representations.

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

## L.14 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to [fmeus2@uspto.gov](mailto:fmeus2@uspto.gov). Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/facmansp/facmnhom.htm>. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by September 7, 2001. 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.

## L.15 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and ten 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 characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;
- the font shall be Times New Roman 12 pt; and,
- shall not exceed six (6) lines per vertical inch.

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-PAPT-1-01017 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), Thursday, October 11, 2001.

**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: Kate Kudrewicz/52-PAPT-1-01017

#### Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office  
Attn: Kate Kudrewicz/52-PAPT-1-01017

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Office of Procurement  
Box 6  
Washington, DC 20231

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.

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 52.217-05 EVALUATION OF OPTIONS

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Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

### M.2 "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, and corporate experience the evaluated price increases in relative importance.

### M.3 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

The USPTO reserves the right to make the contract award based solely on initial offers received, without discussion. Therefore, all Offerors are advised to make the best offering initially.

### M.4 EVALUATION PROCEDURES

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the FMEUS2 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:

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#### 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, including how the existing performance measures in the statement of work will be met and exceeded as well as the new performance measures proposed.

#### 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. Corporate Experience in Providing Personnel

The USPTO will examine the offerors experience in providing skilled personnel, ability to manage requirements, and ability to recruit, staff, and retain employees for this project as demonstrated by most relevant prior contracts.

#### D. Price Estimate

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

- Offeror's Price breakdown by SOW Sections;
- Transition costs (under Technical & Management Approach);
- Cost accounting practices;
- 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 and B are of equal importance.
- Factors A and B individually are more important than C.
- Factors A, B, and C listed above, both individually and when combined are more important than factor D.
- Factor D will not be scored, but will be evaluated.

### M.5 SINGLE AWARD

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

### M.6 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.

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