

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. 52-PAPT-2-01006	4. TYPE OF SOLICITATION [X] NEGOTIATED (RFP)
5. DATE ISSUED February 5, 2002	6. REQUISITION/PURCHASE REQ. NO. CN 192P0150004	
7. ISSUED BY U.S. PATENT AND TRADEMARK OFFICE OFFICE OF PROCUREMENT BOX 6 WASHINGTON, DC 20231	CODE	8. ADDRESS OFFER TO (If other than Item 7) U.S. PATENT AND TRADEMARK OFFICE OFFICE OF PROCUREMENT 2011 CRYSTAL DRIVE, SUITE 810 ARLINGTON, VA 22202

NOTE: In sealed bid solicitations, "offer" & "offeror" mean "bid" & "bidder".

SOLICITATION

9. Sealed offers in original and (See Section L.15.1.B.2) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the depository located in Item 8, until **1:00 PM local time on March 7, 2002**. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:
FAX: 703-308-5484

A. NAME: Sylvia Van Dyke
B. TEL.: 703-305-4165 (No Collect Calls)

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STANDARD FORM 33 (REV-4-85)
FAR(48 CFR) 53.214(C)

52-PBPT-7-00001

SOLICITATION, OFFER AND AWARD

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ___ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 Calendar days	20 Calendar days	30 Calendar days	___ Calendar days
___%	___%	___%	___%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
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15A. NAME AND ADDRESS OF OFFEROR

Code: Facility:

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(Type or Print)

15B. TEL NO. (with area code) _____

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE-ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:

18. OFFER DATE:

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AWARD 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS IN 8: (4 Copies)

24. ADMINISTERED BY CODE
U.S. PATENT AND TRADEMARK OFFICE
OFFICE OF PROCUREMENT
2011 Crystal Drive, Suite 804
ARLINGTON, VA 22202

25. PAYMENT WILL BE MADE BY CODE
U.S. DEPT. OF COMMERCE, USPTO
OFFICE OF FINANCE
BOX 17
WASHINGTON, DC 20231

26. NAME OF CONTRACTING OFFICER

(Type or Print)

27. UNITED STATES OF AMERICA

(Signature Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 SCHEDULE OF SERVICES

The Government expects to award up to two contracts as a result of this competition. The Government will allocate the work through managed competition between the two contractors, in accordance with Section G.8.

The Period of Performance will be as follows:

BASE PERIOD - Date of Award through September 30, 2003

OPTION PERIOD 1 - October 1, 2003 through September 30, 2004

OPTION PERIOD II - October 1, 2004 through September 30, 2005

OPTION PERIOD III - October 1, 2005 through September 30, 2006

OPTION PERIOD IV - October 1, 2006 through September 30, 2007

It is estimated that the total cost to the Government for full performance of the contract will be as follows:

CLIN 001 - ALL PERSONNEL

ESTIMATED COST - (457,500 hours)- Level of Effort

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year 100,000 hours				
Option Year 1 94,500 hours				
Option Year 2 85,000 hours				
Option Year 3 93,000 hours				
Option Year 4 85,000 hours				
Total				

B.2. OPTIONAL QUANTITIES

The total work in any year on both contracts will not exceed 200,000 hours for the base year, 189,000 hours for option year 1, 170,000 hours for option year 2, 186,000 for option year 3, and 170,000 hours for option year 4; however, the Government realizes that actual distribution of work among the two contractors will fluctuate and has included the following options to accommodate these fluctuations. Issuance of individual tasks is predicated on the overall evaluation of the contractor's performance during the Award Fee Evaluation. The Government may not issue and fund tasks if the Fee Determination Official determines that it is not in the Government's best interest after review of the Contractor's performance during the Award Fee Process.

CLIN 0002.A - (125,000 hours) Level of Effort

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year 25,000 hours				
Option Year 1 25,000 hours				
Option Year 2 25,000 hours				
Option Year 3 25,000 hours				
Option Year 4 25,000 hours				
Total				

CLIN 0002.B - (125,000 hours) Level of Effort

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year 25,000 hours				
Option Year 1 25,000 hours				
Option Year 2 25,000 hours				
Option Year 3 25,000 hours				
Option Year 4 25,000 hours				
Total				

CLIN 0002.C - (125,000 hours) Level of Effort

Performance Period	Estimated Cost (\$)	Base Fee (\$)	Maximum Award Fee Available (\$)	Total Price (\$)
Base Year 25,000 hours				
Option Year 1 25,000 hours				
Option Year 2 25,000 hours				
Option Year 3 25,000 hours				
Option Year 4 25,000 hours				
Total				

B.3 52.216-70 CONTRACT TYPE (MAR 2000)

The Government contemplates award of two Cost Plus Award Fee (CPAF) contracts resulting from this solicitation. Each contract consists of a base period (effective date of award through September 30, 2003), and four (4) one-year options.

Each contract will be performance-based and will contain positive incentives as well as negative incentives. See Attachment 9 (Section J.2.B), "Contract Performance Evaluation Plan for the Award Fee" for details.

B.4 TASK ORDER STRUCTURE

Work to be performed under the terms of this contract will be awarded to the contractor through task orders for each contract task. These task orders will be Cost Plus Award Fee (CPAF). The SETA contract will issue two types of task orders: one type will be discrete task orders for delivery of infrastructure application systems and the other type will be level of effort task orders for system engineering and technical assistance services.

B.4.1 Level of Effort - Cost Reimbursement Term Contract Tasks

- A. The Contractor shall perform all work and provide all required task order deliverables within the level of effort specified below. The Government intends to order up to 200,000 direct labor hours during the contract base year, 189,000 direct labor hours for option year 1, 170,000 direct labor hours for option year 2, 186,000 direct labor hours for option year 3, and 170,000 direct labor hours for option year 4, which represent the Government's best estimate of the level of effort required to fulfill these requirements. The Government anticipates two awards under this effort and these labor hours are the cumulative level of effort planned in each of the base and option year periods (total of all labor hours on all awards resulting from this solicitation) for both contractors combined.
- B. For determining the level of effort hours, direct labor includes personnel such as computer systems engineers, software engineers, network engineers, security engineers, communication engineers, programmers, functional matter experts, documentation specialists, and the clerical/administrative staff that directly support them on this contract.

It is expected that support personnel that contribute to the overall operation of the Contractor's company (that are not SETA specific), such as company management, accountants, attorneys, and other company-wide staff, will be indirect charges.

- C. These terms and conditions do not supersede the requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds."

B.4.2 Cost Reimbursement Contract Completion Tasks

Task orders issued under the SETA contract that are for delivery of system engineering and technical assistance services and products (e.g., documentation, software, and analysis), referred to as discrete task orders, are completion tasks.

B.5 ESTIMATED AND ALLOWABLE COSTS -- INCREMENTALLY FUNDED CONTRACT

A. Estimated Costs

1. It is estimated that the total cost plus award fee to the Government for full performance of the contract will be \$_____ of which the sum of \$_____ represents the estimated reimbursable costs, \$_____ represents the base fee, and \$_____ represents the award fee.
2. Total funds currently available for payment and allotted to this contract are \$_____ of which \$_____ represents the estimated reimbursable costs, \$_____ represents the base fee, and \$_____ represents the award fee. For further provisions on funding, see clause 52.232-22 "Limitation of Funds".
3. It is estimated that the amount currently allotted will cover the performance under the contract through _____.
4. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.
5. When the contract is fully funded, the provisions of clause 52.232.20 "Limitation of Cost" and clause 52.216-7 "Allowable Cost and Payment" shall apply.

B. Allowable Costs

1. Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
2. Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government Representative in accordance with 42.704, subject to adjustment when the final rates are established.

B.6 AWARD FEE

The amount of award fee the Contractor earns on cost-plus-award-fee tasks, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan (Section J.2.B, Attachment 9). The Government will determine the amount of award fee every 6 months beginning with the sixth month after award. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. It will be at the discretion of the Contracting Officer whether available award fee not earned during one period will be carried over to subsequent periods.

B.7 PAYMENT OF BASE FEE AND AWARD FEE**A. Base Fee**

Since award fee task orders will be awarded on this contract, the terms award fee and base fee are appropriate to any such tasks, rather than fixed fee. The base fee shall be paid based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the following withholding provisions. After payment of eighty-five percent (85%) of the base fee in each contract year, the Government shall withhold further payment of base fee pending establishment of a reserve of fifteen percent (15%) of the total base fee or \$100,000, whichever is less. This withholding shall be payable upon submission and acceptance of appropriate closing documents, after final audit of the contract has been completed, and after all audit exceptions have been resolved.

B. Award Fee

The amount of award fee to be paid, if any, shall be paid promptly upon receipt of a voucher submitted in accordance with the following:

1. The award fee provided for in this article shall be in addition to any base fee provided for in Section B.5.A. Beginning on the effective date of this contract, the Government shall evaluate the Contractor's performance at the end of every six (6) month period to determine the award fee earned by the Contractor.
2. The Contractor may earn a minimum award fee of zero dollars (\$0) to a maximum fee as stated in paragraph B.5.A.
3. The Contractor agrees that the evaluation of the Contractor's performance and the determination of the amount of award fee earned will be made by the US Patent and Trademark Office (USPTO) Fee Determination Official, in accordance with the Contract Performance Evaluation Plan for the Award Fee attached in Section J.2.B, Attachment 9 and said determination shall be final. The Contractor shall be advised in writing of the determination and of the reasons why the award fee was earned, or why it was not earned, in order that the Contractor may improve its performance, if the latter is applicable.
4. This contract will be modified by a unilateral contract modification, executed by the Contracting Officer, when the award, if any, has been determined by the USPTO Fee Determination Official. This modification shall set forth the amount of fee awarded for the performance period evaluated. Upon receipt of the contract modification, the Contractor may submit a public voucher for payment of the total award fee earned for the period evaluated.

B.8 TASK ORDERS

- A. During contract negotiations, the USPTO will provide each vendor with Task Descriptions to support work effort such as contract startup, contract transition, program planning, task order administration, financial management, and executive management. Each vendor is required to submit a Resource Estimate (FN07) for each Task Description provided. Resource Estimates shall follow the format specified in Section J.2.A.3, Attachment 3. Upon contract award, the USPTO will use the Resource Estimates for initial contractor tasking. Once the

USPTO has initiated tasking, the vendor shall follow the task order process as defined in paragraphs (b) through (g) below.

- B. The Contractor shall perform work under this contract as specified in written task orders issued by the Contracting Officer and as specified in the Task Management Plan (TM02) (refer to Section J.2.A.7, Attachment 7).
- C. It is recognized and mutually agreed that the Government shall be liable for costs and/or fee, as applicable, under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work.
- D. Every task order will be required to have a Task Management Plan as specified in CDRL TM02. Each Task Order will include:
 - 1. A numerical designation
 - 2. The estimate of required labor hours and cost ceiling,
 - 3. The period of performance and schedule of deliverables
 - 4. The description of the work (consisting of clearly defined task objectives, scope, methodology, resource requirements, milestones
 - 5. Identification of the period (base, option period 1, etc.) to which the Task Order is to be charged if the contract includes overlapping periods.
- E. The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within five (5) calendar days after its receipt. The Contractor shall begin work on the Task Order in accordance with the effective date indicated on the Task Order.
- F. This clause does not change the requirements of section B.2 "Task Order Structure," nor the notification requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds."
- G. Task orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall notify the Contracting Officer within five (5) calendar days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order issued under the contract, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

B.9 TASK ORDER IMPLEMENTATION

- A. All discrete task orders must have a baselined project plan before the task order will be negotiated and approved. Level-of-effort and maintenance-type task orders will not require a project plan but will require a detailed tasking description that describes each task to be performed, the work or deliverables to be produced, and deliverable due dates. Task Order modifications shall be documented using a Resource Estimate (CDRL FN07) (refer to Section J.2.A.3, Attachment 3 of this solicitation).

- B. Following execution of the Task Order, technical clarifications may be issued in writing at any time by the COTR to amplify or provide additional guidance to the Contractor regarding the performance of the Task Order.
- C. Pursuant to the FAR Clause 52.243-7, "Notification of Changes," as contained in Section H.3 and Section I of this solicitation, the Contractor shall notify the Contracting Officer immediately of any instructions or guidance the Contractor considers to be a change to the Task Order which will impact the cost, schedule or deliverable 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 amended to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect Task Order amendments within 5 working days following negotiation or issuance of a modification of the Task Order.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), in performance of the following Statement of Work/Specifications.

C.1.1 BACKGROUND

The mission of the Patent and Trademark Office (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 while moving its examining and dissemination operations from a paper based system to an electronic one.

The USPTO estimates that by the year 2006 over 538,600 patent applications (up from 293,244 currently) and more than 944,000 trademark applications (up from 375,428 currently) will be submitted annually. To support this significant increase in workload, the USPTO is aggressively pursuing the design, development and implementation of new automated systems and the refinement of existing systems that will provide automated support to the application processing and examination functions, and dissemination of patent and trademark information to the public through the year 2006 and beyond. If the USPTO is to be ready to meet the challenges brought on by the aforementioned increases in application filings, it must meet tight deadlines for its system design and development activities.

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. During the FY2002 to FY2006 time frame, significant growth is expected to occur. Projects are in development for: expansion of patent and trademark image retrieval to the examiner's desktop, supporting work-at-home initiatives, supporting remote image retrieval by the Patent and Trademark Depository Laboratories (PTDLs), adding data bases for expanded search capability, increased internal and external communication through use of electronic bulletin boards, access to the Internet, and multiple other application development projects. All of these projects will require expansion and/or alteration of the infrastructure. Further, rapid delivery of automated systems requires upgrading USPTO's development infrastructure, software processes, and methodology.

Notable operational enhancement activities include: transitioning PTONet (file servers and communications links) to a more robust and reliable operational environment; implementing additional capabilities for automated operations; consolidating contracts for mainframe, network

and microcomputer support; providing end users with responsive and comprehensive help desk support; upgrading the mainframes and related software, as necessary, to support user requirements; enhancing the performance monitoring and capacity management and planning tools and capabilities to include end-to-end coverage; automate operations to enhance service levels and decrease dependence on FTE; and, disaster recovery and contingency planning efforts to alleviate the impact of disruptive events.

The automated systems under development are complex in scope and far-reaching in application, both within and outside the USPTO. Successful implementation is largely dependent upon the collective efforts of a staff of diverse technical specialists able to quickly respond to the many variables and conditions, which accompany a design and deployment effort of this proportion. It is neither practical nor cost-effective, however, to fully staff all of these specialties in-house on a permanent, long-term basis because the need is intermittent and short-term.

C.1.2 PURPOSE

The role of the SETA contractor will be to serve as an independent and objective source of expert advice and assistance on: system designs and engineering analysis, system-wide engineering and network analysis/re-engineering, document and record management systems (RM, DMS) suitable for USPTO, technology for e-commerce in USPTO's business areas, infrastructure engineering support services, security engineering, PKI engineering, communications infrastructure engineering and deployment, network engineering and deployment. The SETA contractor will be responsible for the design and implementation of infrastructure system components. The SETA contractor may also serve as an unbiased third party in the review of other Government contractors' plans, performance and products.

C.2 SCOPE OF CONTRACT

The contractor will perform high-level system designs and engineering activities in support of the design, development, and implementation of new automated systems, enhancement of existing systems, and designing and implementing changes to the infrastructure. The contractor's work will provide support to the patent and trademark application processing and examination functions, USPTO management and administrative systems, and dissemination of patent and trademark information to the public through the year 2006 and beyond.

Technical efforts will include, but are not limited to: the design, development and implementation of central computer systems; office automation capabilities linked together through a USPTO-wide communications network; capabilities for full deployment of the automated patent text and image search, storage and retrieval systems; capabilities providing automated support of administrative and management functions; automation of patent application receipt, assignment, and tracking functions, including the electronic receipt of biotechnology patent applications; development of optical character recognition capabilities; and enhancements which allow terminal access to all resources needed for trademark application receipt and processing. The contractor will provide design and implementation of changes to the infrastructure, as well as, research, technical, and systems engineering advice and support in the development of advanced capabilities for information dissemination and exchange and in support of information technology security. The contractor will support software process and tools improvement, and methodology improvement.

Support shall be supplied in conformance with the terms and conditions of this contract.

C.2.1 ORDERING

The support services furnished under this contract may be ordered only by the USPTO's Contracting Officer by the issuance of a written task order for each task to be performed in accordance with the ordering procedures detailed in Section B herein, and all other terms and conditions of the contract.

C.3 SCOPE OF WORK

Major areas where the contractor will provide expert technical support and assistance include, but are not limited to: system designs, infrastructure engineering (in development lab and production environments), network engineering, security engineering, system engineering, and accessibility engineering

The following subsections discuss each of these areas in more detail. Specific task assignments under these areas will be unilaterally issued in writing by the USPTO Contracting Officer (CO).

C.3.1 SYSTEM DESIGN

The contractor will advise and assist the USPTO in the design of systems that support emerging enterprise architectures for areas such as IT infrastructure, security, networks, application integration, data modeling and distributed computing

C.3.2 INFRASTRUCTURE ENGINEERING (in development lab and production environments)

The contractor will advise and assist the USPTO in Infrastructure Engineering activities including: high availability infrastructures with on-line backup and recovery, clustered servers and storage area networks (SANs); investigating methods of UNIX and Intel server clustering; investigating methods of increasing UNIX and Intel server performance through the use of load balancing; designing, prototyping, and implementing an EMC Connectrix (McData or Brocade) based SAN with the existing and future server and storage devices. Design and develop serverless backup and standards based data migration functions over the SAN; and assisting in the engineering design and implementation of Fibre Channel (FC) connectivity between the server farms and the USPTO enterprise data storage devices using Fibre Channel hubs and/or switches. This includes:

A. The development of a Fibre Channel network.

1. Design, prototype, and implement an integrated data base recovery scheme that allows an online transactional data base to be recovered from a synchronous replicated copy, a "hot" backup on online magnetic storage, and from a tape backup. Include the capability to create the tape backup from the "hot" backup. Estimate and validate backup and recovery times.
2. Design, prototype, and implement a procedure for upgrading a continuously available AIS, which is operating with load balancing, active-active server redundancy, and read/write copies of data.

- B. USPTO expects to move from Crystal City to a new campus at the Carlyle site in Alexandria in the 2003 – 2006 time frame. The contractor will assist USPTO in planning and engineering for new large-scale IT facility by:
1. Analyzing and evaluating approaches for migrating 200 TB of data from Crystal City to the Carlyle facility
 2. Analyzing and evaluating approaches for moving highly available AISs with redundant servers from Crystal City to the Carlyle facility. In addition, the contractor will assist in integrating the periodic replacement program for servers and storage with the schedule for displacing AISs between sites.
 3. Analyze and evaluate performance of highly available AISs with customers at both sites while the AIS is being moved. Estimate the risks and durations of AIS outages during the move process
- C. The USPTO has been implementing and using image capture and retrieval systems for the past four years. As the data ages, it is generally less frequently accessed. Repeatability, electronic records management, and reexamination requirements cause USPTO to maintain this data in on-line storage. As the data volume grows, USPTO seeks more economical approaches to storing and being able to retrieve these images. The contractor will assist USPTO in designing and implementing hierarchical storage management large volume, low access data.
- D. The USPTO continually investigates industry trends for new capabilities and greater efficiency. The contractor will support efforts to test, evaluate, and prototype server, storage, switch, and software products in a development laboratory environment. The contractor will provide analysis and prototyping of current and future infrastructure engineering technologies and products. The contractor will conduct demonstrations and tests of server, storage, and switch hardware, and related software. The contractor will develop technical specifications and assist with procurement of hardware/software for the USPTO IT infrastructure. Additionally, USPTO will require support to:
1. Investigate new technology opportunities and provide engineering assistance necessary to enhance/improve existing USPTO AIS systems.
 2. Provide consultation on engineering issues of both new and existing designs related to the USPTO infrastructure. (i.e., SETA support may be required at each step in the LCM process)
 3. Participate in formal and informal requirements and/or design reviews/meetings throughout the LCM process as consultants/advisors to USPTO. The SETA contractor may actively participate in such reviews/meetings, asking engineering design questions aimed at clarifying or raising design/implementation issues.

C.3.2.1 ETC Lab Assistance

The USPTO has created an Emerging Technology Center (ETC) to provide a laboratory for AIS development and meeting and training facilities. The ETC Lab simulates the production data center environment for Formal Qualification Testing. The ETC Lab also has a segregated network with an external connection to the Internet for development and testing separate from the

PTOnet. The contractor will provide support for the operation of the ETC facilities, including the ETC Lab network.

The contractor will assist the USPTO in the daily operation of the ETC Lab and meeting and training facilities. Operational support will include planning, scheduling, designing, installing, and troubleshooting workstations, servers, storage devices, tape libraries, and network equipment. The contractor will support the installation, prototyping, and testing of new IT hardware. Software support will include installing, configuring, and administering workstation and server packages. The contractor will assist the USPTO in maintaining the ETC Lab by performing design studies, producing server and network topology drawings, producing electrical power maps, maintaining the equipment inventory, and implementing a data base for ETC Lab management.

C.3.2.2 Backup and Recovery

The USPTO protects data with RAID technology, copies of data on magnetic disk, and tape backup. In FY 2001 USPTO began migration to an Enterprise Tape Backup System (ETBS) with standard hardware and software. In FY 2002 the USPTO will continue to deploy the ETBS to cover all AIS data. The contractor will support the continued operation, maintenance and enhancement of ETBS. Based on a five-year life cycle for tape libraries, the contractor will assist with the migration to new tape formats and new library products. The contractor will investigate means by which ETBS can be used to support the data center move to the Carlyle campus, and means by which ETBS can support tape backup and recovery at both sites during concurrent operations.

C.3.2.3 Fibre Channel, Infiniband, iSCSI, and Future Storage Technologies

The contractor will advise and assist the USPTO in the evaluation and prototyping of future storage technologies, such as, Infiniband and iSCSI for appropriateness, applicability, and feasibility at USPTO. Additionally, the contractor will coordinate demonstrations and tests of future storage technologies; investigate current technology and latest advances in storage technology I/O capabilities, protocols, topology, media, data rates, connections and other defining characteristics; evaluate current developments in storage technology, monitor on-going progress, and analyze options available to the USPTO.

C.3.2.4 Enterprise and Office Automation Servers/Workstations

The contractor will support the USPTO in the following activities related to server and workstation hardware and operating systems:

- A. Assist in the design and implementation of future generation UNIX and Intel server platforms
- B. Investigate future UNIX and Intel server technologies
- C. Assist in future implementations of UNIX and Intel server upgrades (OS and applications)
- D. Investigate alternatives that may be used by USPTO to maintain a complete UNIX and Intel server hardware inventory.

C.3.3 NETWORK ENGINEERING

The contractor will advise and assist the USPTO in the following activities:

C.3.3.1 Gigabit Ethernet

The US Patent and Trademark Office conducted a technology refreshment study to consider the logical growth extension of the current ATM technology PTOnet. USPTO reviewed the capabilities of major networking vendors, including Cisco, Nortel and Marconi, and compared the latest Local Area Network/Metropolitan Area Network technologies. This technology refreshment study has resulted in a decision to upgrade the current PTOnet ATM network to PTOnet II, a Gigabit Ethernet network. This project called "PTOnet II" is underway, and slated to finish in Spring, 2002. Nortel Networks was selected as the vendor to provide the network hardware for the next PTOnet. The contractor will support USPTO's growth and enhancement of the new PTOnet II network design based on Nortel's Passport switching equipment, and will provide technical recommendations on how to fully exploit the equipment potential to help satisfy USPTO's short and long term networking requirements.

C.3.3.2 PKI: Interoperability and Integrated with Smartcards

The United States Patent and Trademark Office (USPTO) has implemented an enterprise-wide integrated Public Key Infrastructure (PKI). PKI technology has been integrated into various systems and applications within PTOnet and for support of our external customers. PKI provides a suite of services integral to automated information systems (AIS) for processing sensitive information. Through digital signatures and encryption, PKI provides authentication, data integrity, nonrepudiation services, and confidentiality. The Contractor shall support the USPTO PKI efforts to:

- A. Ensure that USPTO AISs and infrastructure provide adequate security for sensitive information.
- B. Provide, through support of the continued development of the USPTO PKI digital signatures and encryption, four basic security services for USPTO and its customers:
 1. Authentication—Ensure that transmissions, messages, or originators are valid, and that a recipient is eligible to receive specific categories of information.
 2. Data Integrity—Ensure that data is unchanged from its source and has not been accidentally or maliciously modified, altered, or destroyed.
 3. Nonrepudiation—Ensure strong and substantial evidence is available to the sender of data that the data has been delivered (with the cooperation of the recipient), and to the recipient of the sender's identity, sufficient to prevent either from successfully denying having possessed the data. This includes the ability of a third party to verify the integrity and origin of the data.
 4. Confidentiality—Ensure that information can be read only by authorized entities.
- C. Provide the necessary services to implement smart card based authentication and centralized authentication and access management.

- D. Provide the necessary services to enable the business processes of the USPTO to create, manage and rely upon a system of secure electronic records.
- E. Provide the necessary services to enable the USPTO PKI to interoperate with other governmental and nongovernmental PKIs, including interoperation with the Federal Bridge Certification Authority.
- F. Provide the necessary services to support USPTO compliance with OMB, GAO, Treasury and other Federal laws, standards, requirements and guidance relating to the use of digital and electronic signatures and encryption in Federal Systems.

C.3.3.3 Telework, with Virtual Private Networks (VPNs) and Broadband Internet Access

The United States Patent and Trademark Office (USPTO) has developed various Work At Home systems, that allow examiners and other personnel to telecommute several days a week by providing secure access through USPTO's firewall to defined PTOnet resources. The goals of this project include the testing, deployment, and support of the systems during the installation of additional users. The contractor shall work in conjunction with the USPTO Office of System Architecture Engineering (OSAE) to complete testing and deployment.

The contractor shall provide trouble-shooting assistance for system problems. USPTO will provide any required hardware and software. The contractor will provide guidance for resolution of problems associated with equipment installed at users homes. The USPTO helpdesk will be responsible for replacing any hardware or reconfiguring software after the contractor has helped identify faulty components.

C.3.3.4 Campus Voice Network

To support USPTO's new Carlyle facility in Alexandria, the OCIO needs to install and maintain a voice telephone network. The Contractor will perform a study of available technologies, as directed by USPTO, and will assist in the development and support of a voice network pilot to take place at the Crystal City campus. This voice network may be traditional PBX switch based, or it may incorporate an integrated Voice over IP approach.

Also, to support USPTO's relocation from its current Crystal City facilities to the Carlyle location in Alexandria, the OCIO needs to install and maintain a high-speed data/voice connection between the two sites. This connection between the two sites is referred to as the "temporary network". The Contractor shall support USPTO in the design and development of this network connection.

C.3.3.5 Wireless Data Transmission

The USPTO is interested in the pilot development and deployment of a wireless LAN connection to PTOnet. It is envisioned that this will be in response to a business requirement for low numbers of laptops connected to PTOnet via lower bandwidth (less than 100 Kbps) local wireless connections. The primary use for this will be for those whose duties carry them from area to area within the Crystal City campus and who need frequent connection to PTOnet.

The Contractor will support USPTO in the development, deployment and documentation of wireless-attached workstations.

C.3.3.6 Internet Protocols for E-gov and G2G Data Exchange

The USPTO currently offers limited patent image search and trademark search capabilities to the public via its website at uspto.gov. In addition to support required for this activity, the Contractor shall support USPTO efforts in the use of the recently-developed Firewall Zone access system. The Contractor will support USPTO with Internet protocol work across many program areas.

The USPTO is currently supporting the TriNet Network, which connects the USPTO with the JPO (Japanese Patent Office), EPO (European Patent Office) and WIPO (World Intellectual Property Office). This being the case, there is a continual requirement for contractor support in Government-to-Government (G2G) connectivity. The Contractor shall support USPTO's efforts in the use of associated technologies: I-VPN (Internet Virtual Private Networks), Firewalls and general networking.

C.3.4 SECURITY ENGINEERING

The contractor shall advise and assist the USPTO in the security engineering in a number of major areas focused on: the protection of the existing and developing computer infrastructure; the detection of abnormal security conditions; and the rapid response to such conditions.

Six broad areas of advice and assistance are: (1) security program management, which provides the framework for ensuring that risks are understood and that effective controls are selected and properly implemented; (2) access controls, which ensure that only authorized individuals can read, alter, or delete data; (3) software development and change controls, which ensure that secure software programs and systems are implemented; (4) segregation of duties, which reduces the risk that one individual can independently perform inappropriate actions without detection; (5) operating systems controls, which protect sensitive programs that support multiple applications from tampering and misuse; and (6) incident response and service continuity, which ensures that computer-dependent operations experience no significant disruptions.

Addressing these areas shall be accomplished in a manner reflecting a cost effective security implementation in accord with OMB, NIST, GAO, and other existing and evolving governmental guidance relating to computer security and critical infrastructure assurance, as well as, industry and government best practices.

The contractor shall advise and assist the USPTO in the security engineering in a number of major areas. The services to be provided shall include, but are not limited to the following:

- A. Design, development and implementation of the next generation of high availability firewalls and of new technologies for interfacing USPTO systems with the Internet.
- B. Design, develop and implement intrusion detection including both network and host based, system tuning, and Computer Security Incident Response Plans
- C. Provide maintenance support for firewall operations including software testing, problem resolution, and system upgrades
- D. Design, develop, and implement large-scale incident response, business continuity and disaster recovery technologies and strategies.

- E. Design, develop, and implement enterprise wide login and infrastructure to support secure electronic records management.
- F. Support technical security development to include enterprise security requirements, threat definition, current and future technologies for meeting those security requirements.
- G. Provide technical support to system development in the areas of Internet and system interface development.
- H. Provide technical support regarding implementing or migrating systems in compliance with OMB, NIST, GAO, and other existing and evolving governmental guidance relating to computer security and critical infrastructure assurance, as well as, industry and government best practices.
- I. Support the Security Technology Working Group including special ad hoc studies, working group participation, and prototypes.

C.3.5 SYSTEM ENGINEERING

The Contractor shall provide consulting services in the area of system engineering and performance measurement. The services to be provided shall include, but are not limited to, the following:

- A. Design, development, execution, and reporting of benchmark tests for information systems on Unix and Wintel servers.
- B. Integration of new SAS/ITSV databases for MeasureWare agents located on HP/UX servers
- C. Design, development, implementation of new performance databases using SAS/ITSV generic collector routines.
- D. Analysis, selection, and performance repository variable definition of new performance MIB variables for associated hardware that supports performance MIB metrics and collection of those metrics with OV network node manager. These MIBs are often created by customer demand for measuring critical resources on a piece of network hardware (i.e. Cisco routers, Fore Edge Switches, Fore Core Switches).
- E. Customized reporting and graphics using SAS system and Adobe Acrobat/Framemaker using custom API developed in-house.
- F. Develop and implement new technology on web performance reporting with SiteScope and HP/VPIS. Continued development and implementation of generic collector to process new versions of production systems. Make modifications to a web interface to disseminate OCIO Monthly Executive Report, daily, weekly, and monthly performance reports and HP OpenView Service Reporter.

C.3.6 ACCESSIBILITY ENGINEERING

The contractor will advise and assist the OCIO in evaluating and assisting software engineers with the development and/or modifications to automated information systems to ensure their compliance with the appropriate standards under the Section 508 legislation. In addition, the

contractor will assist OCIO in reviewing, resolving issues, and processing procurement requests to ensure their compliance with Section 508 (to include the evaluation process of RFPs). Under the law, Section 508 applies to all new EIT procurements which includes all hardware, software and services performed by the OCIO and electronic items (such as copiers, faxes and telephones) supported by the Office of Administrative Services. The contractor will also function as an accessibility technician for IT accommodations under Sections 501 and 504. This duty includes evaluating IT accessibility products, defining the USPTO accessibility IT baseline, assisting employees with assessments, obtaining appropriate IT hardware and software to accommodate their individual needs and impairment, scheduling training, ensuring testing and installation of the relevant accessibility tools, overseeing the overall process especially in the beginning and during upgrades/pushes/new IT applications, monitoring (1) the help desk to ensure continuity of support for the individual and (2) the performance of the IT tools to ensure they support the individual's needs. The requirements under Sections 501, 504 and 508 not only pertain to employees physically located at the USPTO, but also those who "work at home" and the public who access our systems. However, the contractor will not be required to visit private locations.

C.3.7 ASSET MANAGEMENT, IT FACILITY MANAGEMENT SYSTEM (ITFMS), AND FACILITIES

C.3.7.1 Asset Management

The contractor will advise and assist in ensuring the accuracy and timeliness of asset management requirements for the OCIO. In addition, the contractor will oversee the transition of the OCIO assets from the current STATS database to the new EAMS database. The transition will include overseeing the transfer of data, training personnel on the new system, and monitoring progress.

C.3.7.2 IT Facility Management System (ITFMS)

The contractor will advise and assist in the development and implementation of the new IT facility management system. In addition, the contractor will assist in determining the distribution of software packages for accessing and modifying the system, the finalization of the policy and procedures, and the transition to the second stage of the process, which will include an interface with EAMS.

C.3.7.3 Facilities

The contractor will assist in the development of options for moving and filing over 2,000,000 examiner paper documents and weekly issues. In addition, the contractor will be directly involved in the development and execution of the plan to move the documents, which will also include construction, engineering and facility related skills.

C.4 TASK ORDERS - GENERAL

A. The contractor shall perform work under this contract as specified in written task orders (TOs) issued by the Contracting Officer and as specified in the Task Management Plan (Contract Deliverable No. TM02) in Section J.2.A.7, Attachment 7. Work shall be initiated and/or performed only after issuance of a fully executed task order by the Contracting Officer. The task order is considered executed or issued if it has been signed by the Contracting Officer. The work to be performed under these task orders shall be within the scope of the contract.

- B. It is recognized and mutually agreed that the Government shall only be liable for costs and fee 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. Therefore, any cost and fee for any work not so authorized shall be disallowed.
- C. Each task order will be required to have a Task Management Plan (Contract Deliverable No. TM02), see Section J.2.A.7, Attachment 7. Each task order will include:
 - 1. A numerical designation
 - 2. The estimate of required labor hours and cost ceiling
 - 3. The period of performance and schedule of deliverables
 - 4. The description of the work (consisting of clearly defined task objectives, scope, methodology, resource requirements, milestones
 - 5. Identification of the period (base, option period 1, etc.) to which the task order is to be charged if the contract includes overlapping periods.
- D. The contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within 5 calendar days after its receipt. The contractor shall begin work on the task order in accordance with the effective start date indicated on the task order.
- E. This clause does not change the requirements of the clause "B.4 Task Order Structure," nor the notification requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds."
- F. Task orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change in the contract terms or conditions, the contractor shall notify the Contracting Officer within five (5) calendar days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order issued under the contract, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

C.5 TASK ORDER IMPLEMENTATION

- A. The USPTO intends to use the following in the development, negotiation, issuance, and modification of task orders.
 - 1. Level-of-effort task orders require a detailed tasking description that describes each task to be performed, the work or deliverables to be produced, and deliverable due dates. Task order modifications shall be documented using a Resource Estimate (Contract Deliverable No. FN07), see Section J.2.A.3, Attachment 3.
 - 2. Infrastructure development projects require project network schedules and narrative descriptions, a detailed tasking description that describes each task to be performed, the work or deliverables to be produced, and deliverable due dates. Task order modifications shall be documented using a Resource Estimate (Contract Deliverable No. FN07), see

Section J.2.A.3, Attachment .3. To plan and monitor development projects, the USPTO uses the Control and Analysis Tool (CAT), a software program developed by Robbins-Gioia, Inc. The USPTO uses this system for development of project network schedules and narrative descriptions, what-if analysis, tracking task order deliverables and budgets, and monitoring performance against established baselines. The CAT program management system is compatible with Microsoft Project, Timeline and most other COTS ASCII-based commercial project management and work processing software. The SETA contractor shall provide data in electronic format that is compatible with the CAT program management system.

- B. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify or provide additional guidance to the contractor regarding the performance of the task order.
- C. Pursuant to the FAR Clause 52.243-7, "Notification of Changes," as contained in Section H.3 and Section I of this solicitation, the contractor shall notify the Contracting Officer immediately of any instructions or guidance the contractor considers to be a change to the task order which will impact the cost, schedule or deliverable content of the baseline statement of work. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally amended to reflect modifications to tasking. The contractor is responsible for revising the statement of work to reflect task order amendments within 5 working days following negotiation or issuance of a modification of the task order.

C.6 PROBLEM NOTIFICATION

- A. The contractor shall notify the USPTO's Contracting Officer and COTR immediately of all problems that impact or potentially impact the contract, deliverable(s), or project schedule. Such notifications shall be made verbally during normal work hours or at the beginning of the next Government workday. For each problem encountered, verbal notification shall be followed by a written report to the Contracting Officer and copy to the COTR within 24 hours after the identification of the problem. This written report shall be submitted in accordance with the format and criteria contained in the Problem Notification Letter (Contract Deliverable No. PN01), provided in Section J.2.A.5, Attachment 5.
- B. The report shall include as a minimum:
 - 1. The nature of the problem
 - 2. How or why the problem occurred
 - 3. The steps being taken to correct the problem
 - 4. The consequences of the problem
 - 5. Actions to prevent similar occurrences.

C.7 REPORTS**A. Progress Reports**

1. The contractor shall submit written monthly progress and status reports 10 calendar days after the end of each calendar month. The contractor shall prepare and submit five (5) copies to the Government, four (4) copies shall be provided to the COTR and one (1) copy to the Contracting Officer. A progress report will contain, at a minimum, the following items:
 - a. A summary of progress made during the month of each task and subtask initiated, under way, and completed.
 - b. A comparison of progress made with the plans for each task and subtask.
 - c. A summary of planned activities to be conducted during the next month on each task or subtask that is active or to be initiated.
 - d. A summary of staff hours and funds expended during the month, expended to date, and remaining for each task and the total project.
 - e. A description of major difficulties that have been encountered which may delay task completion or product delivery, and statements of the steps to be taken to solve the problem.
2. If there are no problems, all monthly progress reports shall include written statements, as follows, certifying to the absence of progress problem:
 - a. "The contractor hereby certifies that it recognizes no problems which affected progress during the current reporting period."
 - b. "The contractor hereby certifies that it anticipates no problems will occur during the next reporting period."
3. The progress report shall be submitted in accordance with the format and criteria provided in the Monthly Status Report (Contract Deliverable No. FN01) included in Attachment .1 (see Section J.2.A.1).

B. Funding Analysis Report. The contractor shall electronically submit a weekly funding analysis report as shown in Attachment 10 (see Section J.2.C).

C.8 MEETINGS

- A.** The contractor shall conduct monthly Task Order Status Reviews with the USPTO's COTR or his/her representative. Subjects for discussion at the meetings shall include at a minimum; but are not limited to:
1. Work completed during the reporting period.
 2. Technical status report on all tasks.

3. Financial status report on all tasks.
4. Work schedule for the next reporting period.
5. Identification of any problems or delays and recommendations as to their resolution with reference to the problem reports submitted in the interim.

The contractor shall make available all technical personnel associated with the project work areas that are related to the topics that are listed in the proposed agenda.

- B. The contractor shall attend biweekly meetings with the Contracting Officer and the Contracting Officer's Technical Representative at the USPTO. The purpose of this meeting is to report on the status of the work in progress for the development of task orders and/or modifications to existing task orders, financial status of existing task orders, and the resolution of any funding issues pertaining to the contract or task orders, etc. The contractor's Program Manager (Key Personnel), contracts manager, and financial manager for the contract shall attend these meetings. The meeting time is approximately 1 hour
- C. Other meetings between the contractor and the USPTO will be held on an "as required" basis during the performance of the contract. The majority of the meetings will be held at the U.S. Patent and Trademark Office, 2121 Crystal Drive (Crystal Park 2), Suite 1004, Arlington, VA 22202; however, meetings may also be held at the contractor's facility when determined appropriate by the COTR. The contractor shall be able to attend any meeting called by the USPTO when given a thirty (30) minute advance notice of such a meeting. As requested, the contractor shall prepare and submit written minutes of all meetings in accordance with the format and criteria contained in Minutes of Meetings (Contract Deliverable No. GD17), as provided in Section J.2.A.6, Attachment 6.

C.9 QUALIFICATIONS OF CONTRACTOR PERSONNEL

C.9.1 GENERAL REQUIREMENTS

- A. The contractor shall propose the labor mix necessary to complete each issued task order
- B. The USPTO will not provide or pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). The contractor is expected to provide trained, knowledgeable personnel according to the requirement of the Task Order. If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

C.9.2 KEY PERSONNEL

- A. In accordance with Section H.2, key personnel shall include a Program Manager.

C.9.3 SPECIFIC PERSONNEL QUALIFICATIONS

The Contractor shall provide a Program Manager as the sole key personnel with the following qualifications:

General Description

An individual who is extremely knowledgeable and skilled in managing substantial contract support services involving multiple projects and personnel. Demonstrates very good oral and written communications skills.

General Experience

General and progressively responsible experience managing information systems and systems engineering programs.

Specific Experience

Specialized experience in systems engineering; and demonstrated ability to provide guidance and direction in the tasks similar to the sample tasks provided in the statement of work. Experience managing similar multi-task contracts of this type and complexity, and proven expertise in the management and control of resources. Experience supervising personnel. Thorough understanding and knowledge of the principles and methodologies associated with program management, contract management, and financial management. Experience and knowledge in subcontractor management.

Function

Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract. Organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the Contracting Officer, COTR, Government management personnel, and customer agency representatives; ensures compliance with Federal rules and regulations. Shall have demonstrated communications skills with all levels of management. Establishes and alters (as necessary) management structure to effectively direct contract support activities. Meets and confers with USPTO management and technical personnel regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution. Shall be capable of negotiating and making binding decisions for the company. May work as a team member.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

- A. All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and insure safe and timely delivery at the destination, in accordance with applicable security requirements.
- B. Cover letters and deliverables are to be assembled together in one complete package; with the exception of technical deliverables required under task orders, addressed to the Contracting Officer. The Contractor is to furnish the Contracting Officer only the cover letters for technical deliverables. This does not apply to any contractual administration documents that the Contractor is required to send to the Contracting Officer.
- C. All deliverables shall be accompanied by a Receipt for Documentation (refer to Section J.2.A.8, Attachment 8 for the format). The USPTO will date/time stamp the receipt and return it to the Contractor for their records.
- D. **PROCUREMENT SENSITIVE MATERIALS** -- All procurement sensitive documents delivered to the USPTO shall be bound under a red cover for easy identification. Procurement sensitive deliverables must be packaged for delivery in a sealed, addressed envelope or box (using the Receipt for Documentation). The envelope or box must be stamped with the procurement sensitive notification. Delivery of procurement sensitive deliverables shall follow the same procedures used for other contract correspondence/deliverables.
- E. Other special packaging provisions may be specified in any Task Order issued under this contract.

D.2 MARKING

- A. The contractor shall ensure that all invoices, correspondence, and deliverables are identified with a document control number. The document control number shall identify the contractor and the calendar year, and provide a unique number as identification for the document. For example: XXAA-95-005.
- B. **PROPRIETARY OR SENSITIVE MATERIAL** -- The contractor shall isolate all material which it asserts is "proprietary" or "sensitive," and shall provide that material within an appendix or appendices. This isolation includes both material for which the contractor asserts its own rights and material that the contractor asserts is proprietary to other vendor or vendors. The contractor shall appropriately mark that appendix or those appendices; the contractor shall not mark any other pages of the document deliverables. The contractor shall refer the reader, in the main text, to the appendix or appendices. The contractor shall mark the cover of each and every document deliverable with a statement. That cover statement shall: 1) state that there is no proprietary content on unmarked pages; 2) identify the appendix or appendices which contain proprietary content; 3) state the USPTO has complete freedom to distribute the document, without the marked parts, to anyone, including other companies, foreign governments, foreign nationals, and academia; 4) state that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices. Within the marked appendix or appendices, the contractor

also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "After x years, this information is no longer considered sensitive, and may be freely distributed or disposed"). This requirement applies to all tasks under this contract.

- C. **PROCUREMENT SENSITIVE MATERIAL** -- The contractor shall be responsible for identifying all procurement sensitive documentation. All procurement sensitive documentation shall be properly marked with a statement that the document contains procurement sensitive information.
- D. All deliverables prepared and submitted by the contractor to the Government shall include the following information on the cover page of each document:
1. Document control number
 2. Contract number
 3. Task order number
 4. Task number
 5. Activity Number
 6. Deliverable Number
 7. Deliverable ID
 8. CDRL Number or TSG Number
 9. Date of document
 10. Cover statement, as required by D.2, that shall:
 - a. State that there is no proprietary content on unmarked pages
 - b. Identify the appendix or appendices that contain proprietary content
 - c. State the USPTO has complete freedom to distribute the document, without the marked parts, to anyone whomsoever, including other companies, foreign governments, foreign nationals, and academia
 - d. State that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices.
 11. Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "After x years, this information is no longer considered sensitive, and may be freely distributed or disposed").

D.3 SPECIAL DISTRIBUTION REQUIREMENTS

- A. There is to be only one delivery of documents each business day. Documents shall be delivered no later than 2:00 p.m. each business day. Once the contractor selects the time that best suits their needs, delivery shall be made at that time. The contractor shall be responsible for providing a courier to deliver correspondence/deliverables daily and to pickup correspondence going back to the Contractor. Commercial delivery services, such as FedEx, for regular daily delivery are not to be used except in extenuating circumstances.
- B. The contractor is required to provide the following originals or copies of the original report or deliverable as designated to the following:
1. Original Cover Letter only - Contracting Officer
 2. One (1) Copy - Contracting Officer's Technical Representative
 3. One (1) Copy - The Task Order Manager
 4. Copies, as specified within an individual task, will be distributed to the USPTO Task Order Manager for distribution to appropriate USPTO staff.
- C. All copies shall be delivered for centralized control and distribution to the attention of the COTR, U.S. Patent and Trademark Office, 2121 Crystal Drive, Crystal Park-2, 10th Floor, Suite 1002, Washington, DC 20231; or if hand delivered: Arlington, VA 22202.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

E.2 GENERAL

- A. The contractor shall provide all deliverables by the date specified in each task order.
- B. All written deliverables shall adhere to provisions covering format, structure, style, and overall presentation as set forth in reference manuals such as the "U.S. News & World Report Stylebook for Writers and Editors," "The Prentice-Hall Handbook for Writers," or other contractor-specified reference material. The contractor shall ensure that each deliverable is complete and thorough; structured in a clear, logical fashion; concisely written; and complies with applicable writing style rules.
- C. The contractor shall certify in writing to the Contracting Officer's Technical Representative (COTR) that the deliverable is complete and ready for inspection and acceptance in accordance with contractual specifications (as identified within this solicitation, the task order, and the contractor's proposal) on or before the delivery date specified in any task order issued under this contract.

E.3 INSPECTION AND ACCEPTANCE

- A. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- B. Inspection and acceptance will be performed at:

U.S. Patent and Trademark Office
 2231 Crystal Drive, Crystal Park-2, 10th Floor, Suite 1001
 Arlington, VA 22202
- C. Deliverables will be accepted or rejected by a COTR. The COTR will be appointed by the Contracting Officer and identified in the contract.
- D. All reports, documents, and narrative-type deliverables (except as specified within an individual task order) shall be submitted in draft and final form, in both hard copy and electronic file format. Unless otherwise specified in task orders, the Government will have fifteen (15) working days to determine the acceptability of all completed draft deliverables

(the USPTO views draft deliverables essentially as final documents that do not have USPTO comments incorporated within). Any deficiencies shall then be corrected by the contractor and incorporated into the final deliverable within ten (10) working days. The Government will have ten (10) working days to determine the acceptability of completed final deliverables. Deficiencies in final deliverables shall be corrected by the contractor within ten (10) working days.

- E. All deliverables will be inspected for appropriate markings (as specified in Section D.2, Markings, of this solicitation), format adherence (as specified in each task order, and in accordance with the provisions of Section F.6, Deliverable Medium, of this solicitation), conformance to the task order requirements and the contractor's proposal (including any applicable standards), content, completeness, accuracy, and comparability to previous contractor deliverables. Inspection will include validation of information or software through the use of automated tools and/or testing of the deliverables, as appropriate.
- F. If the draft deliverable is adequate, the Government will accept the draft and provide comments for incorporation into the final version. All of USPTO's comments to deliverables must either be incorporated in the succeeding version or the contractor must demonstrate to USPTO's satisfaction why such comments should not be incorporated, within the timeframes set forth in Section E.3.D.
- G. If the draft deliverable is not adequate, the Government will reject the draft with a general explanation of the deficiencies. If the Government finds that a draft written deliverable does not contain the appropriate cover statement, as specified in Section D.2.B, Proprietary or Sensitive Material, the document will be immediately rejected without further review and returned to the contractor for correction and resubmission, within the timeframes set forth Section E.3.D; such corrections will not be reimbursed by the Government. Further, if the Government finds that a draft written deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform with contractual requirements, the Government reserves the right to immediately reject the document without further review and return the document to the contractor for correction and resubmission, within the timeframes set forth in Section E.3.D. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the COTR.
- H. Deliverables, both hardcopy and software, will be accepted when all discrepancies, errors, or other deficiencies have been resolved to the Government's satisfaction.
- I. Acceptance or rejection of all submitted deliverables (both draft and final) will be formally communicated in writing from the COTR within the timeframe specified. All notifications of rejection will be accompanied by specific justification or substantiation of the reason(s) for rejection.

E.4 OTHER DOCUMENTATION

Every task performed within the scope of this contractual effort shall require contract end items. These end items may include, but will not necessarily be limited to, cost estimates, plans (program, management, implementation), technical studies, specifications, engineering drawings, fact sheets, and briefing materials. The levels of data required for each document will be specified in each task by referencing the appropriate Contract Data Requirements List (CDRL)/Data Item description (DID)/Technical Standard and Guideline (TSG) format. Each task may require draft and/or final copies of documentation.

E.5 AUDITS

The contractor shall be required to participate in regularly scheduled reviews of tasks and interim (intermediate) deliverables. Individual Task Orders will identify specific audit requirements.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

F.2 TRANSPORTATION OF MATERIAL

The contractor shall be responsible for transporting all materials used in the performance of this contract between the Government site (USPTO) and the contractor's place of performance. Pickup and delivery of materials shall be in accordance with the schedule defined for each specific task order and in accordance with D.3 Special Distribution Requirements in the contract. Delivery shall be made to the USPTO during business hours, by courier or duly appointed company representative.

F.3 PERIOD OF PERFORMANCE

- A. The period of performance of this contract, excluding options, shall be from the effective date of the contract through September 30, 2003. If an option is exercised, the period of performance shall be extended through the end of that option period.
- B. The option periods that may be exercised are as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option I	10/1/03	9/30/04
Option II	10/1/04	9/30/05
Option III	10/1/05	9/30/06
Option IV	10/1/06	9/30/07

F.4 PLACE OF PERFORMANCE

- A. The work under this Statement of Work (SOW), Section C, is to be performed primarily at the contractor's facility (unless otherwise specified in the task order). However, meetings will be held at the USPTO in Crystal City (Arlington, VA). The contractor's facility should be located within a distance in which the contractor can respond to the USPTO's thirty (30) minute advance notice for required meetings.
- B. As specified in individual task orders, key personnel and other contractor staff identified as critical to the level of effort during certain activities may be required to work at (a) site(s) specified and provided by the Government. The Government will furnish the necessary

office space, office furniture, equipment, and telephones as required, on-site to meet contract requirements. Any facilities and/or equipment provided to the contractor by the Government shall be used exclusively for the performance of contract tasks.

F.5 CONTRACT DELIVERABLES

A. The following shall be delivered to the USPTO as required in accordance with the format and criteria shown in Section J.2 List of CDRL Attachments to this solicitation:

1. Monthly Status Report (Contract Deliverable No. FN01)
2. Contract Funds Status Report (Contract Deliverable No. FN02)
3. Resource Estimate (Contract Deliverable No. FN07)
4. Letter of Completion (Contract Deliverable No. GD16)
5. Problem Notification Letter (Contract Deliverable No. PN01)
6. Minutes of Meetings (Contract Deliverable No. GD17)
7. Task Management Plan (Contract Deliverable No. TM02)
8. Receipt for Documentation

B. Other technical products shall be provided to the USPTO as required in task orders.

C. Software documentation shall be provided to the USPTO by the contractor as applicable. This documentation shall conform to Federal Information Processing Standards (FIPS).

F.6 DELIVERABLE MEDIUM

The number of copies, specific instructions for the medium and format for electronic copies, and other instructions about these deliverables will be specified in the task order(s). However, general instructions are as follows:

A. The contractor shall provide copies of all draft and final deliverables on magnetic medium to the USPTO in the following format, unless otherwise specified within individual task orders:

1. IBM compatible diskette--3 1/2 inch diskette, high density
2. Narrative compatible with USPTO's Windows NT 4x for processing software applications.

B. Tables, files, graphics and other information not incorporated into word processed documents (e.g. that are generated by CASE or IDEF tools) shall be delivered on diskettes in a format compatible with USPTO's Windows NT, Version 4.0 operation system office automation or system development application software, as appropriate. As of the release date of the RFP, USPTO office automation applications located on PTONet Windows NT include: Microsoft Word 2000 (9.0.4402 SR-1), Microsoft Excel 2000 (9.0.4402-SR1), Microsoft Outlook 2000

SR-1, (9.0.0.4527), Microsoft Project 2000, (9.0.2000.0224) Microsoft Access 2000 (9.0.4402 SR-1), and Microsoft PowerPoint 2000 SR-1 (9.0.4527),

F.7 REPORTING/DELIVERABLE STANDARDS

All documentation shall comply with the marking specifications stated in Section D.2 of this solicitation, and applicable standards as stated in individual Task Orders issued under this contract.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CONTRACTING OFFICER'S AUTHORITY**

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

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

A. (To be designated at time of award), is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the contractor by the Contracting Officer in writing. The COTR is located at the U.S. Patent and Trademark Office, 2231 Crystal Drive, Crystal Park-3, Suite 401, RM 9, Arlington, VA 22202.

B. The responsibilities and limitations of the COTR are as follows:

1. The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and is the technical liaison with the contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
2. The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. An alternative COTR may be named by the Contracting Officer, in the absence of the COTR.

G.3 GOVERNMENT-FURNISHED PROPERTY

Individual task orders will list any Government-furnished property or facilities to be provided to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause.

G.4 GOVERNMENT-FURNISHED DATA

A. Individual task orders will list any Government-furnished data or reference documents to be provided, with specified delivery dates, to the contractor for use in the performance of this contract. If the data or reference document, suitable for its intended use, is not delivered to the contractor by the specified date, the COTR will be immediately notified by the contractor, with the contractor indicating the impact and requesting direction from the COTR. The Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

1. The contractor submits a timely written request for an equitable adjustment; and
 2. The facts warrant an equitable adjustment.
- B. Title to Government-furnished data and reference documents shall remain with the Government.
- C. The contractor shall use the Government-furnished data and reference documents only in connection with this contract.
- D. Government-furnished data and reference documents will be returned to the Government upon conclusion of the task order or as otherwise specified.

G.5 GOVERNMENT-FURNISHED EQUIPMENT

- A. Individual task orders will list any Government-furnished equipment to be provided, with specified delivery dates, to the Contractor for use in the performance of this contract. If the equipment, suitable for its intended use, is not delivered to the contractor by the specified date, the Contractor will immediately notify the COTR, with the Contractor indicating the impact and requesting direction from the COTR. The Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
1. The Contractor submits a timely written request for an equitable adjustment; and
 2. The facts warrant an equitable adjustment.
- B. Title to Government-Furnished equipment shall remain with the Government.
- C. The Contractor shall use the Government-Furnished equipment only in connection with this contract.
- D. Government-Furnished equipment will be returned to the Government upon conclusion of the task order; or as otherwise specified.
- E. The Contractor shall allocate time and the use of appropriate personnel at the contractor site for all GFE, purchased equipment, hardware, and software for the USPTO's physical inventory conducted at the end of each fiscal year.

G.6 INVOICES

- A. Invoices shall be submitted in an original and 3 copies to the U.S. Patent and Trademark Office, Contracting Officer (or designee during his/her absence). Invoices shall be submitted on a monthly basis or as mutually agreed upon, for costs incurred, as follows:

Original and 3 copies to:

U.S. Patent and Trademark Office
Office of Procurement
Box 6
Washington, DC 20231

Or if hand-delivered to:

U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive, CPK-1, Suite 810
Arlington, VA 22202

B. To constitute a properly submitted invoice, the Contractor shall submit the following documents, when applicable, with the submission of the Contractor's invoice:

1. Name of the business concern, address, and invoice date
2. Contract number
3. Period covered by the invoice
4. Name, title, and phone number of the official responsible for preparing the invoice
5. Name, title, and phone number, signature of official responsible for certifying the invoice
6. Description, price, and quantity of property and services delivered or rendered:
 - a. Costs being billed in the invoice should be segregated by Task Order Number.
 - b. Total Contract Costs Invoiced Previously to Date: All cost items should be listed and broken down separately for the total contract prior to the current invoice.
 - c. Total Current Period: all cost items should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if more than one site.
 - d. Total Contract Costs To Date: all cost items should be listed and broken down separately for the total contract through the current invoice.
 - e. Hours Expended should be included as an item under all three categories above.
 - f. Hours Expended should contain an itemization of all categories of cost by staff classification.
 - g. Direct labor rates and indirect rates billed for the period should be listed.

C. The contractor's invoice shall conform to Attachment 11, in Section J.2.D.

D. So that the USPTO Office of Finance can comply with the Chief Financial Officer's (CFO) Act of 1990, the following will be required on all invoices:

1. A detailed listing of purchased equipment, hardware, and software that should include detailed descriptions, number of items purchased, unit price per item, and total cost for the purchase. The listings should be subtotaled to correspond with totals charged to contractors' general ledger accounts.

2. Copies of original invoices from the seller to the Contractor for the equipment, hardware, or software over \$25,000.00 should be provided to the USPTO Office of Finance.
 3. Listing (in summary sheet presentation) of task order items (labor, hardware, etc.) by task order number to match against the system they were purchased for (e.g., SUS, GSI, PTCS).
 4. A complete copy of new lease agreements (if any), equipment schedules, and amortization schedules.
- E. At the Contracting Officer's discretion, vouchers that contain Cost Accounting Standard violations shall be returned to the Contractor for correction or address of the issue. The Contracting Officer may reject any invoices that contain billing errors, improperly billed costs, failure to certify invoice, or failure to comply with invoice format.

G.8 TASK ORDER ALLOCATION

- A. Task orders issued under the SETA contract will be for either delivery of system development services and products (e.g., documentation, software, analysis), referred to as discrete task orders, or for level of effort services (e.g., product assurance, project management, application software maintenance functions). The USPTO Office of the Chief Information Officer (OCIO) will award task orders either competitively or non-competitively. The Contracting Officer, COTR, and the designated Task Order Manager will provide input and recommendations concerning the award method. The Contracting Officer shall have the final decision authority regarding whether or not a task order will be issued on a competitive or non-competitive (designated source) basis.
- B. To maintain continuity, the OCIO intends to allocate development (e.g., design, programming, integration, and testing) of single systems, large or small, to one contractor. Further, the OCIO may determine it is more advantageous to designate a contractor to perform the full life cycle activities associated with an automated information system. USPTO reserves the right to deviate from maintaining continuity if a contractor is not performing adequately.
1. Competitive Awards
 - a. Task orders associated with the early phases of large automated information systems, and task orders that could result in substantive follow-on work, are likely candidates for competition.
 - b. Competitive awards will be based on written proposals for accomplishing the work to be performed. While the Task Order Request will state the specific proposal format and evaluation criteria to be used in awarding the task order, the Government will consider the following benefits to be derived from competition:
 - (1) Economic -- lowest price based on competition
 - (2) Technical -- improved performance, maintainability, and reliability due to best design and technical approach; improved resource usage based on better management approach; higher likelihood of delivery on time and within budget; or other specified considerations

(3) Both economic and technical considerations.

2. Non-Competitive Awards (Designated Source)

- a. The OCIO anticipates that some task orders will be issued on a non-competitive (designated) source basis. Task orders will be assigned non-competitively for level of effort services and for some system development services and products. Non-competitive awards will be based on contractors' past performance and other factors.
- b. The OCIO anticipates that some task orders may be issued on a non-competitive (designated) source basis should any of the factors outlined in section 303 (J) (b) of FASA apply. The OCIO will use the following factors to assign non-competitive task orders:
 - (1) Better proposal for SETA solicitation sample tasks
 - (2) Past performance on the SETA contract, as documented within the SETA Award Fee evaluation process
 - (3) Unique technical advantage due to a contractor's expertise in certain disciplines or functional areas
 - (4) Contractor resource constraints
 - (5) Follow-on efforts to previously awarded task orders to maintain continuity
- c. The CO reserves the right to award task orders non-competitively to the small business award under this contract to advance small business goals.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 PRINTING**

Unless otherwise specified in this contract, the contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 3/4 by 14 1/4 inches, will not be deemed to be printing.

H.2 KEY PERSONNEL

- A. The Contractor shall identify the key personnel for each of the positions identified below. The Program Manager must be from the prime contractor. Key personnel shall include:
1. Program Manager
- B. The Program Manager shall be assigned and available on this contract from the date of contract award.
- C. During the first ninety (90) 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 Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph D below. After the initial 90-day period, the contractor shall submit the information required by paragraph D to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- D. 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 Contracting Officer. Proposed substitutes should have qualifications that are equal to or better than those of the persons being replaced. The Contracting Officer will notify the contractor, within 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.
- E. Any changes to Key Personnel that take place after submittal of proposal(s), and prior to award of this contract, the contractor shall notify the Contracting Officer of those changes. Contractor shall submit resumes and signed letters of intent to perform for the proposed key personnel.

H.3 NOTIFICATION OF CHANGES (FAR 52.243-7) (APRIL 1984)

In accordance with 52.243-7 (b), the following is inserted into the clause:

The contractor shall notify the Contracting Officer in writing promptly, within five (5) calendar days from the date that the contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions.

In accordance with 52.243-7(d) the following is inserted into the clause:

The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

H.4 ORGANIZATIONAL CONFLICT OF INTEREST

A. Scope

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

1. Access to and Use of Government-Furnished Information

- a. If the contractor, in the performance of this contract, obtains access to information, such as USPTO plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the contractor agrees that with prior written approval of the Contracting Officer it shall not:
 - (1) Use such information for any private purpose unless the information has been released or otherwise made available to the public
 - (2) Compete for work with the USPTO based on such information until the completion of this contract or until such information is released or otherwise made available to the public, whichever is latest
 - (3) Submit an unsolicited proposal to the Government that is based on such information until the completion of this contract or one year after such information is released or otherwise made available to the public, whichever is latest
 - (4) Release such information unless such information has previously been released or otherwise made available to the public by the USPTO.
- b. In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

2. Access to and Protection of Proprietary Information

- a. The contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial

information (hereafter referred to as “proprietary data”) under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.

- b. In addition, the contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement in accordance with H.10 which shall in substance provide that such employee shall not, during his/her employment by the contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. Furthermore, the contractor will instill in its employees the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in performance of this contract except as provided herein.
- c. To the extent that the work under this contract requires access to proprietary, business, or financial data of others, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such individuals or organizations.

B. Subcontracts

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

C. Representations and Disclosures

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

D. Remedies and Waiver

1. Remedies: The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the

Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

2. Waiver: Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

E. Modifications

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

F. Government Indemnity

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

G. Restrictions of Future Contracting

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

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

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

H.5 PERSONNEL PLACEMENT/REPLACEMENT

The contractor shall place the Program Manager (Key Person), in accordance with Section C.9, "**QUALIFICATIONS OF CONTRACTOR PERSONNEL**" under the contract immediately upon award and within thirty (30) calendar days after the effective date of a contract modification.

H.6 SUBCONTRACT REPORTS

- A. The contractor shall submit Subcontract Reports in connection with the performance of this contract. A report of subcontracting under this particular contract is to include a summary report when applicable (see paragraph B) on subcontracts in all contracts between the contractor and the USPTO that contain subcontract goals for awards to small business and small disadvantaged business concerns.
- B. The contractor shall submit a subcontracting report for this contract on Standard Form 294 and 295 (4-81). The report shall be submitted semi-annually in accordance with the General Instructions on the reverse side of the form. The report shall be submitted to:

Distribution:	Addressee
Copy:	Contracting Officer
Original:	U.S. Department of Commerce The Office of Small and Disadvantaged Business Utilization HC Hoover Building, Room 6411 Washington, DC 20230

H.7 TECHNICAL DATA RIGHTS

Notwithstanding the definition of "Unlimited Rights" contained in FAR 52.227-14 that is incorporated into this solicitation by reference at Section I.1, "public" is intended to include, but not be limited to, the following entities:

- A. European Patent Office
- B. Japanese Patent Office
- C. World Intellectual Property Organization
- D. Patent and Trademark Depository Libraries
- E. Other patent or trademark treaty and agreement entities
- F. Other entities, including the U.S. public, identified by USPTO as necessary to fulfill USPTO's mission.

H.8 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 charge against any other Government contract, subcontract, or other Government source. The contractor agrees to advise the Contracting Officer, 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, except as otherwise agreed to by the Government.

H.9 CONFIDENTIALITY OF INFORMATION

- A. Any designs, equipment, and/or concepts that evolve from performance thereunder shall be considered "Confidential."
- B. The contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the Government's COTR before publication or dissemination, for accuracy of factual data and interpretation.

H.10 SECRECY AND USAGE OF PATENT INFORMATION

- A. All patent applications and the information contained therein are subject to protection against violations of the public trust under which they are submitted (35 U.S.C. §122). In addition, pursuant to secrecy order provisions of 35 U.S.C. §181-188, work under this contract may affect the national security. Information contained in any patent application file(s) are restricted to authorized contractor personnel having a need to know.
- B. Patent documents or copies of information contained therein, patent applications, and abandoned files, when furnished to the contractor by the Government, shall be handled in accordance with the provisions of:
 - 1. 35 U.S.C. §122
 - 2. 18 U.S.C. §207(1)
 - 3. 36 CFR §1.14
 - 4. 35 U.S.C. §181-188
- C. The contractor acquires no right or privilege to use or disclose any information contained in any patent application or other patent files (provided in any form whatsoever) except as required to perform the work under the contract. Further, the contractor shall not copy, make any use, or disclose whatsoever of any patent information contained in any patent application or related copy or data furnished to the contractor by the Government except for performing the work procured under this contract.
- D. All personnel and other representatives employed to work under this contract, or otherwise having access to patent files or data on information concerning the same, shall take the following oath, or affirmation, signed in writing:

“I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under contract 50-PAPT-2-01006 or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion.”

- E. Each employee’s or other representative’s signed oath, or affirmation, shall be retained in the contractor’s files, subject to inspection by authorized Government representatives.
- F. The Government shall have the right to inspect without advance notice the contractor’s premises, records, and work-in-progress to determine whether adequate steps have been taken to protect the secrecy of patent information.
- G. Within 30 days of contract award date, the contractor shall submit a plan for protecting patent application documents and all information contained therein. The plan must include measures to adequately protect both documents, data, and all other patent application information during all phases of staging, filming, handling, processing, storage, quality control, or other contract activities.
- H. Duplication of protected information and other materials by the contractor is forbidden except as specified in task orders.
- I. The contractor shall be responsible for returning all Government-furnished patent document items to the Government upon completion of the work for which the information is needed, and/or upon termination of the contract in accordance with the Government Property clauses of this contract.

H.11 PERSONNEL SECURITY REQUIREMENTS

- A. Contractor administrative/clerical personnel working on this contract have been determined to meet the security criteria for and are designated as “Low Risk” positions. In accordance with established security procedures contractors working in positions designated Low Risk must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on the contract. This will require the contractor to submit an investigative request package consisting of the following:
 - 1. SF-85 (original plus 1 copy of Page 1 only)
 - 2. FD-258 Fingerprint Card
- B. A sample of the SF-85 form may be viewed at <http://www.opm.gov/forms/html/sf.htm>.

H.12 ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- A. The Schedule (excluding the specifications)
- B. Representations and other instructions
- C. Contract clauses

D. Other documents, exhibits, and attachments

E. The specifications

H.13 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

The contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.14 PERFORMANCE MEASUREMENT

- A. Performance measurements will be specified in each task order.
- B. Upon completion of an issued task order, the Government task order manager will perform an evaluation of the contractor's performance based on the performance measurements in said task order. The evaluation of the contractor's performance may include input from the COTR, CO, and other USPTO sources deemed applicable. These task order evaluations will be used to prepare contract evaluations of contractor performance as required in accordance with FAR Subpart 42.1502.
- C. Contractor performance evaluations will be conducted in accordance with FAR Subpart 42.15.
- D. The performance evaluations will be submitted and utilized for the Contract Performance Evaluation for the Award Fee.

H.15 OPTION TO EXTEND THE TERM OF THE CONTRACT -- COST-PLUS-AWARD-FEE CONTRACT

- A. The Government has the option to extend the term of this contract for four (4) additional periods (Option Year 1-through-4, described below). If more than 31 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to the expiration of that last 30-day period. This preliminary notification does not commit the Government to exercising the option.
- B. Exercise of an option will result in the following contract modifications:
 - 1. Paragraph F.3, "Performance," will be modified for each respective option period as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Year 1	TBD	TBD
Option Year 2	TBD	TBD
Option Year 3	TBD	TBD
Option Year 4	TBD	TBD

2. The "Level of Effort" clause is modified to reflect new and separate level(s) of effort for each respective option period, as shown below. The level of effort shown for each period is the maximum cumulative level of effort for all contract awards made under the terms of this solicitation for that period. The Government anticipates that contracts will be made to more than one offeror.

<u>Period</u>	<u>Level of Effort for Both Contracts</u> (Direct Labor Hours)
Option Year 1	189,000
Option Year 2	170,000
Option Year 3	186,000
Option Year 4	170,000

3. The "Estimated and Allowable Cost" clause is modified to reflect increased estimated costs and base fee and award fee pool for each respective option period as follows:

<u>Period</u>	<u>Estimated Cost</u>	<u>Maximum Base Fee</u>	<u>Award Fee Pool Total</u>
Option Year 1	*****	*****	*****
Option Year 2	*****	*****	*****
Option Year 3	*****	*****	*****
Option Year 4	*****	*****	*****

H.16 ASSOCIATE CONTRACTOR RELATIONSHIP (MAY 1994)

- A. In performance of its responsibilities for USPTO system engineering and technical assistance as described elsewhere in the contract, the "Contractor" shall facilitate timely exchanges of information necessary to the performance of this contract. If two contracts are awarded, the USPTO plans to designate each SETA contractor as an "associate contractor" of the other. Accordingly,
 1. The Contractors identified as "associate contractors" shall provide for the timely, free and direct exchange of information and data necessary to the performance of this contract. Any proprietary information furnished by an associate contractor pursuant to the work under this contract will be protected from unauthorized release or disclosure beyond the scope of the contract. Further, associate contractors shall hold the Government harmless from liability for the unauthorized disclosure by the Contractor of associate contractor proprietary information.
 2. If the Contractor requires technical information from an associate contractor, the Contractor shall request and obtain any and all such information directly from the associate contractor.
 3. The Contractor shall freely and directly exchange technical information and data in the performance of its efforts. The Government reserves the right to attend technical interchange meetings but will not conduct such meetings. The Contractor shall participate in such meetings and provide appropriate SETA technical information and data. In the event of a disagreement as to what constitutes a permissible exchange of

information or data under the contract, the matter shall be brought to the attention of the Contracting Officer with recommendations for resolution.

4. The Contractor agrees to execute all necessary requirements hereunder and accepts responsibility for assuring that any exchange of information, including exchanges of proprietary data, will preclude any encumbrance or degradation of performance under this contract.
5. Compliance with this Special Contract Requirement is included in the contract price and shall not be a basis for equitable adjustment.
6. These relationships expire with the conclusion of the SETA contract.

B. The following are designated Associate Contractors:

(TO BE DETERMINED AT CONTRACT AWARD)

H.17 SUBCONTRACT NOTIFICATION AND CONSENT

Pursuant to Section I. "52.244-2 Subcontracts (Cost Reimbursement and Letter Contracts)", paragraph (e), the following procedures are hereby established for placement of subcontracts and purchase orders under this contract:

- A. Placement of all subcontracts or purchase orders with a dollar amount of \$25,000 to \$75,000 may be placed by the Contractor without prior consent of the Contracting Officer, but with reasonable advance written notification only. Amounts under \$25,000 shall be handled in accordance with the Contractor's approved purchasing system procedures and FAR 52.244-2.
- B. Placement of subcontracts with dollar amounts exceeding \$75,000, or subcontracts with modifications which cumulatively exceed \$75,000, shall be subject to prior consent of the USPTO's Contracting Officer. The Contractor shall submit to the Contracting Officer a fully documented consent package that includes as a minimum, all information required in paragraph (f)(1) of 52.244-2 plus any additional backup documentation that the Contracting Officer may require. This consent package shall be submitted in a timely manner to permit adequate analysis and review.

H.18 COMPLIANCE WITH THE LAWS

The Contractor shall comply with applicable laws and rules and regulations having the force of law that deal or relate to performance hereunder or the employment by the Contractor of the employees.

H.19 SECTION 508 OF THE REHABILITATION ACT OF 1973 COMPLIANCE

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

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	May 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE -UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-24	SUBCONTRACTOR COST OR	OCT 1995

	PRICING DATA	
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (JAN 1999)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JULY 1990
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-28	EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.224-1	PRIVACY ACT NOTIFICATON	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA GENERAL Alternates II and III	JAN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999

52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAY 2001
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	JAN 1996
52.245-5	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS	JAN 1986
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-6	TERMINATION (COST- REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

A. If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 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:
 - a. 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:

- (1) Exchanging the information covered by such subsections for anything of value;
or
 - (2) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- b. 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 (JAN 1997)

- A. The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- B. The price or fee reduction referred to in paragraph A of this clause shall be:
1. For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 2. For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;
 3. For cost-plus-award-fee contracts:
 - a. The base fee established in the contract at the time of contract award;
 - b. 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:
 - a. 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
 - b. 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 under this contract.

I.4 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JUN 1997)

A. Definitions.

1. "Agency," as used in this clause, means executive agency as defined in 2.101.
2. "Covered Federal action," as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract;
 - b. The making of any Federal grant;
 - c. The making of any Federal loan;
 - d. The entering into of any cooperative agreement; and,
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. "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.
4. "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.

5. "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.
6. "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
 - b. A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
 - c. A special Government employee, as defined in section 202, title 18, United States Code.
 - d. 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.
7. "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.
8. "Reasonable compensation," as used 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.
9. "Reasonable payment," as used 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.
10. "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.
11. "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.

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

B. Prohibitions.

1. Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) 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.
 - (2) For purposes of subdivision B.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) 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:
 - (a) 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.
 - (b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

- (a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (c) 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.
- (5) Only those services expressly authorized by subdivision B.3.a.(1) of this clause are permitted under this clause.
- b. Professional and technical services.
- (1) The prohibition on the use of appropriated funds, in subparagraph B.1 of this clause, does not apply in the case of:
 - (a) 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.
 - (b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any 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.
 - (2) For purposes of subdivision B.3.b.(1) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for

example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (3) 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.
 - (4) Only those services expressly authorized by subdivisions B.3.b.(1).(a) and (b) of this clause are permitted under this clause.
 - (5) 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. Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph B.1 of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (2) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

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 non-appropriated 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:
 - a. 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

- b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. 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 received 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.

I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

A. The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the administrative Contracting Officer (ACO) within 30 days.
2. The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

B. The Contractor shall--

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide the ACO or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- C. The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- D. Cost allowability.

Nothing in this clause makes allowable or reasonable any costs that would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.5 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed \$0.00.

I.6 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

A. Method of payment.

1. All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph A.2 of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - a. Accept payment by check or some other mutually agreeable method of payment; or
 - b. Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph D of this clause).

B. Mandatory submission of Contractor's EFT information

1. The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph J of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") within 15 days after contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

2. If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- D. Suspension of payment.
1. The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 2. If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- E. Liability for uncompleted or erroneous transfers.
1. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - a. Making a correct payment
 - b. Paying any prompt payment penalty due
 - c. Recovering any erroneously directed funds.
 2. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - a. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - b. If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph D shall apply.

- F. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph J of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph D of this clause.
- H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
1. Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph A of this clause, the Government shall mail the payment information to the remittance address in the contract.
- J. EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph B of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph C of this clause.
1. The contract number (or other procurement identification number).
 2. The Contractor's name and remittance address, as stated in the contract(s).
 3. The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 4. The name, address, and 9digit Routing Transit Number of the Contractor's financial agent.
 5. The Contractor's account number and the type of account (checking, saving, or lockbox).
 6. If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

7. If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.7 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

- A. The contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguard 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 of the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.8 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

- A. The contractor shall:
 1. Certify any proposal to establish or modify final indirect cost rates;
 2. Use the format in paragraph C of this clause to certify; and
 3. Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.
- B. Failure by the contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.
- C. The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs that are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____
 Signature: _____
 Name of Certifying Official: _____
 Title: _____
 Date of Execution: _____

I.9 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (COMMERCE DEPARTMENT DEVIATION) (MAR 1995)

A. Definitions.

1. "Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands. "Employment openings", as used in this clause, includes full-time employment, temporary employment of more than three days duration, and part-time employment but does not include:
 - a. Executive and top management positions,
 - b. Positions that will be filled from within the contractor's organization or under a customary and traditional employer-union hiring arrangement, or
 - c. Openings in an educational institution that are restricted to students of that institution.
2. "Positions that will be filled from within the contractor's organization", as used in this clause, means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

B. General.

1. Regarding any position for which the employee or applicant for employment is qualified, the contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as:
 - a. Employment;
 - b. Upgrading
 - c. Demotion or transfer;
 - d. Recruitment;

- e. Advertising;
 - f. Layoff or termination;
 - g. Rates of pay or other forms of compensation; and
 - h. Selection for training, including apprenticeship
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

C. Listing openings.

1. The contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
2. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
3. The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular group of job applicants and is not intended to relieve the contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
4. Whenever the contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
5. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when:
 - a. The Government's needs cannot reasonably be supplied
 - b. Listing would be contrary to national security, or
 - c. The requirement of listing would not be in the Government's interest.

D. Applicability.

1. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
2. The terms of paragraph C above of this clause do not apply to openings that the contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

E. Postings.

1. The contractor agrees to post employment notices stating:
 - a. The contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and
 - b. The rights of applicants and employees.
2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
3. The contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

F. Noncompliance.

If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

G. Subcontracts.

The contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.10 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/this address: www.arnet.gov.

I.11 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF PUBLICATIONS REFERENCED**

The following documents provide information needed to prepare proposals and for managing work to be performed under this contract. The documents are hereby made a part of this solicitation and any resultant contract.

STANDARDS AND GUIDELINES

The following document is available for electronic review via the World Wide Web Access at (<http://www.uspto.gov/web/offices/cio/lcm/lcm.htm>):

Life Cycle Management for Automated Information Systems, April 2001

J.2 LIST OF CDRL ATTACHMENTS

The following attachments provide the CDRL forms and information that are required for the submission of proposals. The attachments are hereby made a part of this solicitation and any resultant contract.

A. Contract Deliverables:

1. Attachment 1: Monthly Status Report (Contract Deliverable No. FN01)
2. Attachment 2: Contract Funds Status Report (Contract Deliverable No. FN02)
3. Attachment 3: Resource Estimate (Contract Deliverable No. FN07)
4. Attachment 4: Letter of Completion (Contract Deliverable No. GD16)
5. Attachment 5: Problem Notification Letter (Contract Deliverable No. PN01)
6. Attachment 6: Minutes of Meetings (Contract Deliverable No. GD17)
7. Attachment 7: Task Management Plan (Contract Deliverable No. TM02)
8. Attachment 8: Receipt for Documentation

B. Attachment 9: Contract Performance Evaluation for Award Fee

C. Attachment 10: Weekly Funding Analysis Report

D. Attachment 11: Invoices

J.3 LIST OF OTHER ATTACHMENTS

The following attachments provide the other forms and information which are required for the submission of proposals.

- A. Attachment 12: Standard Form 1411, Contract Pricing Proposal Cover Sheet
- B. Attachment 13: Table 15-2, Instructions for Submission of a Contract Pricing Proposal
- C. Attachment 14: Format for Contract Pricing Proposals
- D. Attachment 15: USPTO Contractors' Conflict of Interest Certification
- E. Attachment 16: Past Performance Contract Termination Form and Instructions
- F. Attachment 17: Past Performance Reference Worksheet and Instructions
- G. Attachment 18: Past Performance Questionnaire
- H. Attachment 19: Key Personnel/Representative Resume Worksheet and Instructions

J.5 CONTRACT REFERENCE MATERIAL

The following document is available for electronic review via the World Wide Web Access at (<http://www.uspto.gov/web/offices/com/sol/foia/faq.htm>):

Present Contract -Contract No. 50-PBPT-8-00005, PRC, Inc.

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS****K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS DEVIATION (JAN 1990)**

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and
 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**A. Definitions**

1. "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.
2. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting

income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

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

D. Taxpayer Identification Number (TIN)

TIN:_____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

E. Type of organization

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other_____.

F. Common parent

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

[] Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

A. Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

B. Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.

The offeror represents that it [] is a women-owned business concern.

K.4 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

The offeror shall enter, in the block with its name and address on the cover page of its offer and below, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

DUNS Number: _____

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN APR 2001)

A. 1. The Offeror certifies, to the best of its knowledge and belief, that--

a. The Offeror and/or any of its Principals--

(1). Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) 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.a.(4) below.

- (3) 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 paragraph A.1.a.(2) of this provision. [This language stayed indefinitely. Please use paragraph A.1.a.(5) below.]
 - (4) 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
 - (5) 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.a.(4) of this provision.
- b. (1) [This paragraph A.1.b.(1) is stayed indefinitely. The Offeror, aside from the offenses enumerated in paragraphs A.1.a.(1), (2), and (3) of this provision, has has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
- (a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
 - (b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (2) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- c. The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER

SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

- A. The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- B. If the offeror or respondent checks "intends" in paragraph A of this provision, it shall insert in the following spaces the required information:

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

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)
Alternate I (OCT 2000)**

- A. 1. The North American Industry Classification System (NAICS) code for this acquisition is 541519.
- 2. The small business size standard is no more than \$18.0 MILLION average annual receipts for an offeror's preceding 3 FYs.

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

B. Representations.

- 1. The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- 2. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- 3. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- 4. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- 5. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph B.4 of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- 6. [Complete only if offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents, as part of its offer, that--
 - a. It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - b. It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph B.6.a of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

 _____.]

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

C. Definitions. As used in this provision--

- 1. "Service-disabled veteran-owned small business concern"--

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

D. Notice.

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

- b. Be subject to administrative remedies, including suspension and debarment; and
- c. Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

A. General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

B. Representations.

1. General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] a. It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(1) No material change in disadvantaged ownership and control has occurred since its certification;

(2) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(3) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] b. It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

[] 2. For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph B.1 of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

C. Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- 1. Be punished by imposition of a fine, imprisonment, or both;
- 2. Be subject to administrative remedies, including suspension and debarment; and

3. Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

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

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- 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.)
 - a. 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);
 - b. 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);

- c. 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);
- d. The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- e. 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.

K.12 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

- A. This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- B. As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph C of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- C. The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--
 - 1. None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

- [] 2. Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data--General."

K.13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- A. Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- B. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

C. Check the appropriate box below:

- 1. Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- a. Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- b. One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- 2. Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

3. Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

4. Certificate of Interim Exemption.

The offeror hereby certifies that

- a. The offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- b. In accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph C.1 or C.2 of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (subparagraph C.4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES

NO

K.14 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION

Offerors are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at or update all outdated information on file.

A. Offeror's Name: _____

B. Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

C. Telephone Number: _____

D. Individual(s) to contact regarding this proposal:

E. Cognizant Government Audit Agency:

Address: _____

Auditor: _____

F. Work Distribution for Last Completed Fiscal Accounting Period.

1. Sales:

a. Government cost-reimbursement type prime contracts and subcontracts: \$ _____

b. Government fixed-price prime contracts and subcontracts: \$ _____

c. Commercial Sales: \$ _____

d. Total Sales: \$ _____

2. Total Sales for offeror's first and second fiscal years immediately preceding last completed fiscal year.

a. Total Sales for First Preceding Fiscal Year \$ _____

b. Total Sales for Second Preceding Fiscal Year \$ _____

G. Is company a separate entity, division, or subsidiary corporation?

Yes _____ No _____

If yes, name the parent company:

H. Date Company Organized: _____

I. Staffing:

1. Total Employees: _____

2. Direct: _____

3. Indirect: _____

4. Standard Work Week (Hours): _____

J. Commercial Products: _____

K. Attach a current organizational chart of the company.

L. 1. Description of offeror's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

2. Has the offeror's cost estimating system been approved by any Government agency?

Yes _____ No _____

If yes, give name and location of agency: _____

3. Has the offeror's cost accumulation system been approved by any Government agency?

Yes _____ No _____

If yes, give name and address of agency: _____

M. What is the offeror's fiscal year period? (Give starting month and ending month):

What were the indirect cost rates for the last completed fiscal year?

	Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits	_____	_____	_____
Overhead	_____	_____	_____
G&A Expense	_____	_____	_____
Other	_____	_____	_____

N. Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes _____ No _____

If yes, give name and location of the Government agency: _____

Date of last preaward audit review by a Government agency: _____

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

O. Cost estimating is performed by:

Accounting Department _____ Contracting Department _____
 Other (describe) _____

P. Has system of control of Government property been approved by a Government agency?

Yes _____ No _____

If yes, give name and location of the Government agency: _____

Q. Purchasing Procedures:

Are purchasing procedures written?

Yes _____ No _____

Has the purchasing system been approved by a Government agency?

Yes _____ No _____

If yes, give name and location of the Government agency:

R. Does the offeror have an established written incentive compensation or bonus plan?

Yes _____ No _____

K.15 CERTIFICATION

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

Signature: _____

Title: _____

Date: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 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): <http://www.arnet.gov>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF U.S OFFERS IN CURRENCY	APR 1991
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.232-31	INVITATION TO PROPOSE FINANCING TERMS	OCT 1995
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (MAY 2001) Alternate I (OCT 1997)

A. Definitions. As used in this provision--

1. "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

2. "In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
 3. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
 4. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
 5. "Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- B. Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- C. Submission, modification, revision, and withdrawal of proposals.
1. Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
 - a. Addressed to the office specified in the solicitation, and
 - b. Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs C.1.a and C.1.b of this provision.
 2. The first page of the proposal must show--
 - a. The solicitation number;
 - b. The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - c. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - d. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

- e. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
3. Submission, modification, revision, and withdrawal of proposals.
 - a. Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - b. (1) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (c) It is the only proposal received.
 - (2) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - c. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - d. If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - e. Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting

withdrawal is established and the person signs a receipt for the proposal before award.

4. Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 5. Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 6. Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 7. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 8. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- D. Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- E. Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
1. Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and
 2. Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- F. Contract award.
1. The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

2. The Government may reject any or all proposals if such action is in the Government's interest.
3. The Government may waive informalities and minor irregularities in proposals received.
4. **The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.**
5. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
6. The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
7. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
8. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
9. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
10. A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
11. The Government may disclose the following information in postaward debriefings to other offerors:
 - a. The overall evaluated cost or price and technical rating of the successful offeror;
 - b. The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - c. A summary of the rationale for award; and
 - d. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**A. Exceptions from cost or pricing data.**

1. In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
 - a. Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - b. Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
2. The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

L.4 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)**A. Exceptions from cost or pricing data.**

1. In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
 - a. Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - b. Information on modifications of contracts or subcontracts for commercial items.
 - (1) If--
 - (a) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
 - (b) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
 - (2) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:
 - (a) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

- (b) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (c) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- 2. The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- B. Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - 1. The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - 2. As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government plans to award two cost-plus-award-fee contracts resulting from this solicitation, with one of the awards going to a small business.

L.6 1352.233-2 SERVICE OF PROTESTS (DEVIATION FAR 52.233-2) (AUG 1996)

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

U.S. DEPT. OF COMMERCE, USPTO
 OFFICE OF PROCUREMENT
 BOX 6
 WASHINGTON, DC 20231
 ATTN: Sylvia G. Van Dyke

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

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

- I. **PURPOSE:** To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a **level above the Contracting Officer**.

II. DEFINITIONS:

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

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

III. PROCEDURES:

- A. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

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

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

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

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

1. Protests based upon alleged improprieties in a solicitation that 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:
 - a. The protester's name, address, telephone number, and fax number
 - b. The solicitation or contract number, name of contracting office and the contracting officer
 - c. A detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - d. Copies of relevant documents supporting protester's statement
 - e. A request for ruling by the agency
 - f. Statement as to form of relief requested
 - g. All information establishing that the protester is an interested party for the purpose of filing a protest
 - h. All information establishing the timeliness of the protest

4. 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.**

5. 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:

- a. The supplies or services are urgently required,
- b. Delivery or performance would be unduly delayed by failure to make the award promptly, or
- c. 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:

- d. 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:

- A. Terminate the contract
- B. Re-compete the requirement
- C. Issue a new solicitation
- D. Refrain from exercising options under the contract
- E. Award a contract consistent with statutes and regulations
- F. Amend the solicitation provisions that gave rise to the protest and continue with the procurement
- G. Such other remedies as the decision-maker may determine are necessary to correct a defect.

L.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- A. The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- B. The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.8 QUESTIONS AND RESPONSES CONCERNING THIS SOLICITATION

Offerors must submit all questions concerning this RFP electronically to SETA3@uspto.gov. Questions submitted must identify the author and company name. All questions pertaining to this solicitation must be submitted no later than **12:00 p.m. (noon), February 13, 2002**. Questions received after this date and time will not be answered. All questions and responses will be posted electronically at: <http://www.uspto.gov/web/offices/ac/comp/proc/projanno.htm> by an amendment to the RFP. The identity of the author and associated company name submitting the question will not be posted. Late questions will not be considered; nor will the proposal due date be extended due to late questions.

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

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

L.9 52.233-3 PROTEST AFTER AWARD (AUG 1996)

- A. Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--
 - 1. Cancel the stop-work order; or
 - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- B. If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- E. The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- F. If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

Alternate I (Jun 1985). As prescribed in 33.106(b), substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both".

L.10 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by colored (colors such as gray, off-white, ecru, etc. which approximate the color white are not acceptable) replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

L.11 SUBMISSION OF PROPOSALS

All proposals shall be submitted in the formats and quantities specified below:

- A. Standard Form 33 - one (1) original and three (3) copies

- B. Technical Proposal - one (1) original and three (3) copies
Made-up of four (4) parts:
1. Section 1 - Experience/Past Performance
Made up of three (3) parts:
 - a. Subsection A - Past Performance Reference Worksheets
 - b. Subsection B - Subcontractor Consent Letters
 - c. Subsection C - Contract Termination Worksheets
 2. Section 2 - Key Personnel/Representative Resume Worksheets
 3. Section 3 - Small Business Subcontracting Plan (applies to other than small businesses proposing as the prime contractor) or Teaming Plan (applies to small businesses proposing as the prime contractor)
 4. Section 4 - Conflict of Interest (COI) Certification
- C. Cost/Price Proposal: one (1) original and three (3) copies.
Three (3) electronic copies of the cost proposal, on CDROM, in Microsoft Excel 2000, or compatible.

L.12 POST-AWARD CONFERENCE

A post-award conference with the successful offerors is required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held at:

U.S. Patent and Trademark Office
2011 Crystal Drive, Crystal Park-1, Suite 810
Arlington, VA 22202

L.13 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- A. Percent of the set-aside: 0%

However, the USPTO plans to award two contracts, with one of the awards going to a small business. For the large business, the USPTO has established a goal of at least 20 percent of the contract value for small business participation.

- B. Type of set-aside: None

L.14 RESTRICTIONS ON FUTURE CONTRACTING

Offerors are specifically cautioned that any firm(s) receiving a contract award to provide the services described herein will be prohibited from competing for or receiving a contract to perform any information technology services other than SETA at the USPTO for the duration of the

contract. This restriction shall apply to all contractors, their parent, affiliates, subsidiaries, consultants, and subcontractors down to the second tier. See also Section H.4.

L.15 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL, AND COST OR PRICING PROPOSALS

Offerors may only propose or be proposed under a single proposal. For example, offerors may not propose as the prime contractor as a small business and also be proposed as a subcontractor for a large business.

For purposes of proposal preparation, the Government anticipates award of this contract by July 31, 2002. All proposals shall be submitted in the formats and quantities specified below:

L.15.1 GENERAL INSTRUCTIONS

The following instructions establish the acceptable minimum requirements for the format and content of proposals.

- A. Offerors are cautioned that the quality of their proposal and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the offeror intends to conduct contract performance. This will be taken into consideration throughout the evaluation process.
- B. Offerors shall submit all required information. Offerors are cautioned that failure to provide all the required information may result in elimination of the offeror from further consideration for award.
 - 1. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.
 - 2. The proposal must be typed and submitted in two parts (volumes) as listed below, with an original and the number of copies shown for each part. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The original shall be marked as such.

<u>Volume Number</u>	<u>Section Number</u>	<u>Subsection Number</u>	<u>Title</u>	<u>Number of Copies Required</u>	<u>Volume/ Section/ Subsection Page Limit</u>
I			Technical Proposal (Containing the following 3 sections)	Original & 3 copies	Note 3 Note 4
	1		Experience/Past Performance (Containing the following 3 subsections)		Note 1
		A	Past Performance Reference Worksheets		

	B	Subcontractor Consent Letters	
	C	Contract Termination Worksheets	
	2	Key Personnel/Representative Resume Worksheets	Note 2
	3	Small Business Subcontracting Plan or Teaming Plan	10
	4	Conflict of Interest (COI) Certification	5
II		Cost Proposal (including Standard Form 33 Representations and Certifications Financial Statements	Original & 3 copies Original & 3 copies Original & 3 copies Original & 3 copies Original & 3 copies

Note 1: The volume I, section 1 responses are limited to the worksheets identified in Section J (see J.3.E, and J.3.F) and the subcontractor consent letters. The page count for volume I, section 1 is limited to the sum of the number of contract references (1 page (worksheet) per reference) in section A, the number of subcontractor consent letters, and the number of contract termination worksheets submitted.

Note 2: The page count for volume I, section 2 shall be limited to a maximum of three (3) single-spaced typed pages for the Program Manager resume and one (1) single spaced typed page for each of the representative resumes.

Note 3: The page count for volume I is limited to the sum of the pages in sections 1 (see note 1), section 2 see note 2), section 3 (10 pages), and section 4 (5 pages).

Note 4: Three CDROM electronic copies of the offeror's technical proposal, properly labeled with the offeror's name, are required in a format compatible with (or translatable by) Microsoft Word.2000. Three CDROM electronic copies of the offeror's cost proposal, properly labeled with the offeror's name, are required in a format compatible with (or translatable by) Microsoft Excel.2000, (Version 9.0.4402 SR-1).

Offerors shall submit their proposals with responses provided in the same order and structure as shown in Sections L.15.2.1.1 through L.15.2.1.4. Responses shall be clearly identified by specific factor, and shall be submitted for each in the same numbering scheme as shown in the above cited sections.

All other requirements shown in L.15.1.C, Volume Organization and L.15.1.D, Page Features shall apply.

C. VOLUME ORGANIZATION

1. Cover Pages: Each volume must have a cover page containing:

- a. Volume number and title shown in upper right corner
 - b. Solicitation number
 - c. Offeror's name
 - d. Offeror's policy on the release of information contained within the volume
 - e. Date of submission.
2. Table of Contents: Each volume must include a Table of Contents that indicates the page numbers of each section, subsection, figure, table or foldout. Table of Contents must not be numbered.
 3. Sectional Dividers: Dividers with tabs must be inserted between the sections and subsections, with each section or subsection starting on a new page. These dividers must not be numbered.
 4. 3-Ring Binders: Each volume must be submitted in a separate 3-ring binder.

D. PAGE FEATURES

1. Size: Proposals must be submitted on standard 8 1/2" by 11" paper, single-spaced. If foldouts are included, they must be folded to page size, with each leaf counting as a single page.
 2. Type: Type for Volume I should be twelve (12) characters or pitch per linear inch or six (6) lines per vertical inch -- or equivalent. There is no print size limitation for the price/cost proposal, Volume II.
 3. Numbering: Pages must be numbered consecutively within each volume. Each page number must consist of two parts -- the volume number and the page number, for example, II-6. Section and subsection numbers must not be included.
 4. Labels: Each figure, table, and foldout must be labeled.
- E. Three CDROM electronic copies of the offeror's proposal are required in a format compatible with (or translatable by) Microsoft Word.2000.
- F. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

L.15.2 SPECIFIC INSTRUCTIONS

L.15.2.1 VOLUME I - TECHNICAL PROPOSAL INSTRUCTIONS

L.15.2.1.1 SECTION 1 - EXPERIENCE/PAST PERFORMANCE FACTOR PROPOSAL INSTRUCTIONS

- A. The Government is seeking reference contracts that will:

1. Demonstrate the Offeror's ability to perform the Systems Engineering and Technical Assistance (SETA) activities specified in C.3 of this solicitation; and
 2. Demonstrate the Offeror's experience performing SETA work that is relevant to USPTO's SETA requirements.
- B. For each of the reference contracts, the offeror will complete a Past Performance Reference worksheet. The Past Performance Reference worksheet and Instructions are found in Section J.3.F, Attachment 17. For each Past Performance Reference contract, the offeror shall be limited to the one-page worksheet.
- C. Specifically, the Government expects to see contract references that:
1. Collectively demonstrate experience in the following areas:
 - a. System Design
 - b. Infrastructure Engineering (in development lab and production environments)
 - c. Network Engineering
 - d. Security Engineering
 - e. System Engineering
 - f. Accessibility Engineering
 - g. Asset Management, IT Facility Management System (ITFMS), Facilities
 - h. Program Management
 2. Demonstrate experience in a task order contractual arrangement (prime contractor only)
 3. Contracts valued at:
 - a. For large businesses proposing as the prime contractor, contracts valued at \$10 million or more for prime contract references and \$500 thousand or more for subcontractors.
 - b. For small businesses proposing as the prime contractor, contracts valued at \$500 thousand or more for prime contract references and \$500 thousand or more for subcontractors.
- D. These contract references shall be selected as follows:
1. Contract References:
 - a. For large businesses proposing as the prime contractor, five (5) contract references will be provided from the prime contractor and three (3) contract references shall be provided by each subcontractor.

- b. For small business proposing as the prime contractor, three (3) contract references will be provided from the prime contractor and three (3) contract references shall be provided by each subcontractor.
 2. All reference contracts will be as a result of contractual arrangements that may include those entered into with the Federal Government, agencies of State and local governments, and commercial customers.
 3. From the due date of proposals, the contracts or subcontracts must be currently in process or completed within the past three years.
 4. Shall have one (1) year or greater experience with the customer.
 5. Shall pertain to the proposing corporate organization (prime contractor or subcontractor).
 6. The primary function of the contract shall be providing SETA services similar to the ones described in section C.3 of this solicitation.
- E. To streamline the Government past performance evaluation process, the offeror shall provide for completion to those references cited in section 14 of the Past Performance Reference worksheet in response to L.15.2.1.1, the Past Performance Questionnaire as shown in Section J.3.G, Attachment 18. The Government requires that the references submit the completed questionnaires directly to the Government's Contracting Officer at the address shown in BLOCK 7 or BLOCK 8 of the SF 33. It is the offeror's responsibility to contact each of the references cited in section 14 of the Past Performance Reference worksheet in response to L.15.2.1.1, and shall notify these references that the Patent and Trademark Office is requiring that clients of entities responding to this solicitation be identified, their participation in the past performance evaluation process be requested, and shall ensure the references submit the completed Past Performance Questionnaire directly to the Government's Contracting Officer. In the event that references are contacted by USPTO, the offeror shall ensure that these reference contacts have been authorized to respond to USPTO's inquiries related to this solicitation. The USPTO will use the Past Performance Questionnaire when contacting the past performance references. The Past Performance Reference worksheets will be placed in Section 1, Subsection A of Volume I.
- F. The Government requires for each of the offeror's subcontractor(s), a letter of consent permitting the Government to disclose a subcontractor's past performance to the prime contractor during negotiations. As such, the offeror shall be responsible for submitting letters of consent from all subcontractors(s) that allow the Government to disclose past performance information during negotiations. The Letters of Consent will be placed in Section 1, Subsection B of Volume I.
- G. The offeror shall discuss its (prime contractor and subcontractor(s)) experience with all contract or subcontract termination actions during the past three (3) years from the date proposals are due with either the government or commercial businesses including those which may be in process. Contracts or subcontracts should pertain to the proposing corporation (prime contractor or subcontractor). Offerors shall identify and explain any contract termination for default or convenience of the Government and the reasons why such action was taken. The offeror shall complete a Past Performance Contract Termination Worksheet for each termination action identified in response to L.15.2.1.1.G. Worksheets shall not exceed one page and attachments are not permitted. Both the Past Performance

Contract Termination worksheet and instructions are included in Section J.3.E, Attachment 16. The Past Performance Contract Termination worksheets will be placed in Section 1, Subsection C of Volume I.

L.15.2.1.2 SECTION 2 - KEY PERSONNEL/REPRESENTATIVE RESUMES PROPOSAL INSTRUCTIONS

The offeror shall submit the resume of the Program Manager as the sole key personnel to be employed in performing this contract in areas identified in the Statement of Work under “C.3 Scope of Work.” The offeror is required to propose a labor mix sufficient to satisfy the requirements as specified in Section C.3. The offeror shall submit three (3) resumes for each proposed labor category that are representative of personnel available to be used on this contract. The Key Personnel/Representative Resume Worksheet and Instructions are found in Attachment 19 (see Section J.3.H). Such resumes will be evaluated to determine the offeror's ability to provide qualified personnel on this contract.

L.15.2.1.3 SECTION 3 - SMALL BUSINESS SUBCONTRACTING PLAN PROPOSAL INSTRUCTIONS OR TEAMING PLAN INSTRUCTIONS

Offerors shall submit only one of these documents depending on whether they are large businesses or small businesses proposing as the prime contractor.

PTO's preferred order of subcontractor participation is listed below :

- A. Veteran-owned small businesses (including service disabled veteran-owned small businesses)
- B. HUBZone small business concerns
- C. Women-owned small business concerns
- D. Small disadvantaged businesses
- E. Small businesses
- F. Large businesses

L.15.2.1.3.1 - Small Business Subcontracting Plan (applies only to large businesses proposing as the prime contractor).

The large business offeror (proposing as the prime contractor) must submit a Small Business Subcontracting Plan with their proposal, in accordance with and using the format identified in FAR 52.219-9, Small Business Subcontracting

The USPTO has set a minimum goal of 20% participation by veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses. The offeror is encouraged in the proposed use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business, small disadvantaged businesses, and small businesses concerns to the maximum extent possible. State current and/or proposed subcontracting/teaming arrangements

with these concerns, as set forth under Public Law 95-507. For any such teaming arrangements, the offeror must identify:

- A. Offeror's procedures for implementing provisions of Public Law 95-507
- B. Name, position with the company, and telephone number of the Small and Disadvantaged Business Utilization (SDBU) Liaison officer
- C. Recent past history (within last 5 years) of any subcontract/teaming arrangements with small business concerns where work was performed in areas identical or similar to those specified in Section C of this solicitation. Statement of past history should include:
 1. Subcontract number
 2. Dollar amount of subcontract, type of work performed by small business concerns
 3. Dates of award and completion/termination.
- D. Recent past history (the 5 latest contracts in excess of \$1,000,000) of the small business utilization goal on those contracts and the actual percentage attained on those contracts.

L.15.2.1.3.2 - Teaming Plan (applies only to small businesses proposing as the prime contractor).

The small business offeror (proposing as the prime contractor) must submit a Teaming Plan. There is no required format for this plan. For each subcontractor of the team, the offeror must identify:

- A. Name of the subcontractor.
- B. Area of expertise of the subcontractor.
- C. Proposed percentage of contract work to be given to the subcontractor.
- D. Identify the subcontractor as a large business or a small business. If a small business, identify the category of small business (i.e., veteran-owned small business (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged business, and small businesses.)

L.15.2.1.4 SECTION 4 - CONFLICT OF INTEREST (COI) CERTIFICATION

- A. To be eligible for award, the offeror must certify, at the time of proposal submission, that no condition or relationship currently exists with other individuals or firms, including its own corporate entities (parent, affiliates, or subsidiaries and successors in interest), consultants, or subcontractors down to the second tier, that would present an actual, apparent or potential conflict of interest. The Conflict of Interest (COI) Certification is found in Section J.3.D, Attachment 15.
- B. In the event that the offeror cannot certify that no condition or relationship currently exists with other individuals or firms, including its own corporate entities (parent, affiliates, or subsidiaries and successors in interest), consultants, or subcontractors down to the second

tier, that would present an actual, apparent or potential conflict of interest, the offeror must submit a Conflict of Interest (COI) Mitigation Plan that specifically details and describes the internal corporate procedures that will be used to mitigate the actual, apparent, or potential conflict of interest conditions or relationships by the date of contract award. Where parties other than the offeror are involved, the COI Mitigation Plan shall include signed agreements to the offeror's Conflict of Interest (COI) Mitigation Plan.

L.15.2.2 VOLUME II - COST PROPOSAL INSTRUCTIONS

L.15.2.2.1 COST PROPOSAL INSTRUCTIONS FOR ALL OFFERORS

To reduce subsequent requests to offerors for additional data in support of proposed costs, the following information is required:

- A. Cost proposals must be submitted in accordance with FAR 15.408, Table 15.2 "Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required". Three CDROM electronic copies of the offeror's proposal are required in a format compatible with (or translatable by) Microsoft Excel.2000, (Version 9.0.4402 SR-1). Rounding functions should not be used except to round at the summary line levels. Do not round each line item and then total.
- B. The offeror should submit their cost or pricing data at a high level only, (i.e., labor rates as they relate to the labor categories (see Section L.17), overhead (indicate if it includes benefits or not), G&A, etc., and the total price.) This should be submitted for each contract year and a summary of the contract years.

L.15.2.2.2 COST PROPOSAL INSTRUCTIONS FOR THOSE OFFERORS IN THE COMPETITIVE RANGE

- A. General Requirements. Those offerors included in the competitive range shall submit certified cost or pricing data for each of the following:
 1. A summary proposal for the total contract period inclusive of options
 2. A separate proposal for the base contract period and each option period
 3. Certificate of Current Cost or Pricing Data. The contractor must execute a Certificate of Current Cost or Pricing Data, using the format in this paragraph.

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

(End of certificate)

B. Specific Requirements. Only those offerors included in the competitive range must submit the following detailed information to support the proposed budget:

1. **DIRECT LABOR:** Breakdown of direct labor cost and named person or labor category including number of labor-hours and current actual or average hourly rates. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rate. Labor should be segregated by site or offeror's accounting divisions, if different indirect rates will be applied to more than one labor site or offeror accounting division. Different indirect rates should be broken out if there is more than one rate.
 - a. **UNCOMPENSATED OVERTIME:** Except as provided for in paragraph b, it is required that proposed direct labor categories be based on the division by 40 of each employee's weekly salary, or average weekly earnings, to represent a normal 40-hour work week and that overhead rates and other costs be based on employees working a normal 40-hour work week. This requirement also applies to subcontractors whose effort is included in the proposed level of effort.
 - b. The offeror may include uncompensated effort in his proposed level of effort if the requirements of paragraph c, below are met. The decision to propose hours in excess of eight hours per day or 40 hours per week for employees who are exempt from the Fair Labor Standards Act (FLSA) is the offeror's decision. Should the offeror elect to propose such hours, the rates proposed shall be "weighted" by the hours in excess of 40 hours per week for employees not subject to FLSA (e.g. 50 hours of effort that would be billed on a 40 hour per week basis at \$10.00 per hour should be converted to \$8.00 per hour).
 - c. If the offeror decides to include uncompensated effort in his proposal, the following requirements must be met:

- (1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.
 - (2) Uncompensated hours for all employees and regardless of contract type are included in the offeror's base for allocation of indirect costs and meet the requirements of CAS 413.
 - (3) The proposal identifies hours of uncompensated effort proposed by labor category.
 - (4) The proposal identifies the amount of uncompensated effort that will be performed without supervision and without support personnel and assesses the productivity of such effort.
 - (5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.
 - (6) The proposal includes a copy of the corporate policy addressing uncompensated effort.
 - (7) The proposal includes a separate, complete cost breakdown, to the same level of detail as the breakdown supporting the cost proposal, which is based on direct labor rates for all direct labor categories based on the division by 40 of each employee's weekly salary, or average weekly earnings, to represent a normal 40-hour week and is based on overhead rates and other costs based on employees working a normal 40-hour work week
 - (8) The requirements stated in (1) through (7) above, must be met for each subcontract which has uncompensated effort included in the proposed level of effort.
2. **FACILITIES.** The USPTO does not require a dedicated contractor facility specifically for this contract; nor will the USPTO pay for such a facility under this contract.
3. **TRAVEL:** The amount proposed for travel, subsistence and local transportation supported with a breakdown which includes: number of trips anticipated, anticipated length for each, cost per trip per person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately owned vehicles will be used.

For cost estimation purposes, offerors should assume the following travel for each year:

- a. Two (2) courier trips to the USPTO per work day
- b. Twelve (12) trips to Monthly Status Review meeting at the USPTO, requiring an average of fifteen (15) people per meeting

- c. One (1) trip per week for Task Order Management meetings at the USPTO, requiring an average of thirty (30) task order managers
 - d. Two (2) trips per week for Management meeting at the USPTO, requiring an average of two (2) people per meeting.
 - e. One bi-weekly trip for meeting with Contracting Officer, and COTR, to include the contractor's Program Manager, Financial Manager for the contract, and Contracts Manager.
4. OTHER DIRECT COSTS: Cost breakdown of materials, equipment, software, special telecommunication costs, and other direct costs including duplication/reproduction, meetings and conferences, postage, communication and any other applicable items. Cost must be supported by specific methodology utilized in developing the cost. For cost estimation purposes, offerors should assume the following duplication/reproduction costs to be incurred each year: \$32,000 per year.
5. ADP COSTS: Please note that the Government will not pay for general office equipment (e.g., personal computers, related office automation software, telephones, furniture) that are considered necessary for day to day operations and are a normal part of conducting business. If an offeror proposes to employ the use of an Automatic Data Processing System (ADPS) or a Computer Service Center, detailed data concerning proposed costs should include the following:
- a. Make and model year of all equipment that will be used: microcomputers, central processor unit (CPU), input-output components (I/O), etc.
 - b. Estimated number of hours and usage rates for each distinct piece of equipment proposed
 - c. Listing of rates or quotes from prospective suppliers of the offeror
 - d. Copies of invoices submitted by past suppliers of the offeror
 - e. Listing of rates developed and/or approved by a Government agency where offeror has in-house capability (i.e., supporting documentation to demonstrate how Computer Service Center charges are developed and charged).
6. CONSULTANTS: If consultants are proposed, detailed data concerning proposed consultant costs should include the following:
- a. Names of consultant(s) to be engaged
 - b. Daily fees to be paid to each consultant
 - c. Estimated number of days of consulting services
 - d. Consulting agreements entered into between consultant(s) and the offeror, or invoices submitted by consultant(s) for similar services previously provided to the offeror
 - e. Rationale for acceptance of cost

7. SUBCONTRACTS: If proposed, cost information for each subcontractor shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:
 - a. A description of the items to be furnished by the subcontractor.
 - b. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained.
 - c. The proposed subcontract price, the offeror's cost or price analysis thereof, and performance/delivery schedule.
 - d. Identification of the type of subcontract to be used.
8. Offeror shall briefly describe organization policies in the following areas (published policies may be furnished):
 - a. Salary/increases to include
 - (1) Merit
 - (2) Cost of living
 - (3) General
 - b. Travel/subsistence
 - c. Consultant use and terms of agreements
9. Government Approved Accounting System.
 - a. Offerors lacking Government approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with established accounting practices. Offerors with established rate agreements with Federal cognizant agencies shall submit one copy of such agreement.
 - b. In accordance with FAR 16.301-3 Limitations, **in order for an offeror to receive an award for this cost-plus-award fee type contract, the offeror must have a Government approved accounting system. If subcontractor's contracts are cost type, they must also have a Government approved accounting system to receive an award.** The contractor's accounting system must be adequate for determining costs applicable to the contract for appropriate Government surveillance during performance to provide reasonable assurance that efficient methods and effective cost controls are used.
10. Offeror shall:
 - a. Provide audited financial statements, profit/loss statement and statement of retained earnings covering each of the offeror's last three annual accounting periods.

- b. Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
 - c. Provide the name, location and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.
- C. Specific Task Orders. After the competitive range determination, only those offerors included in the competitive range must submit a Resource Estimate (Contract Deliverable FN07) as specified in Section J.2.A.3, Attachment 3 for the following task orders:

- 1. Program Management Task Order
- 2. Transition Task Order(s)

The Resource Estimates are to be included with the offeror's detailed cost or pricing data. The required task orders will be included with the competitive range notification letter.

L.15.2.3 ORAL PRESENTATION INSTRUCTIONS

Those offerors who are included in the competitive range will be asked to make an oral presentation that will address the offeror's technical approach to some Sample Tasks. The offerors included in the competitive range will be notified by letter. The Government will determine by lottery the sequence of presentations by the offerors.

A. OFFEROR'S PRESENTATION TEAM

The proposed Program Manager and four (4) additional personnel shall participate in the oral presentation. The offeror may bring no more than five (5) representatives to the oral presentation.

B. CLARIFICATION AND DISCUSSIONS OF ORAL PRESENTATION POINTS

At the end of the oral presentation, the Government may request clarification of any of the points addressed which are unclear. The Government may ask for clarification by the offeror on any point that was not adequately supported in the presentation. All requests for clarification must be answered by the person who gave the oral presentation, with consultation with the offeror's oral presentation team when necessary.

C. GOVERNMENT ATTENDANCE

The oral presentation will be attended by the Contracting Officer, the SETA Technical Evaluation Team, and selected observers.

D. LOCATION OF ORAL PRESENTATION

The Government will notify those offerors who are included in the competitive range of the time and USPTO location in Arlington, Virginia where their oral presentation will be held. The Government will provide a Presentation Easel and an Overhead Projector/Screen for use by the offeror. No other visual aids will be permitted.

E. DOCUMENTATION FOR ORAL PRESENTATION

The offeror will be told in the oral presentation notification letter when and where they may pick up the Sample Tasks to be addressed in the oral presentation. The oral presentation is restricted to no more than three hours followed by time for clarifications if required. The offeror shall provide a list of names of all offeror personnel to attend the presentation, with corporate position titles, tenure with the corporation, and relationship to the SETA requirement by the date and time specified in the oral presentation notification letter.

F. GOVERNMENT DOCUMENTATION FOR ORAL PRESENTATION

The oral presentation may be video-taped by the Government. The video-tape becomes part of the Government's official record and may be redacted if requested under the Freedom of Information Act. Offerors are prohibited from video-taping or audio-recording their own oral presentation.

G. ORAL PRESENTATION INSTRUCTIONS

1. As a minimum, the offeror is required to respond to the sample tasks providing the information set forth below. However, the offeror is encouraged to suggest modifications to the suggested technical approach of the Sample Tasks that, which in the view of the offeror, would constitute an improved division of responsibilities or approach to achievement of the objectives while complying with USPTO's Life Cycle Management Methodology.
2. Describe in specific terms the manner in which you plan to accomplish the sample tasks technically and managerially, including meeting program objectives, identifying anticipated techniques, procedures, technical risks and mitigating activities, milestones, deliverables, resources, and tools that comply with USPTO's Life Cycle Management Methodology. Identify in-house and subcontractor personnel support to accomplish the sample tasks. (See Section J.2.A.7, Attachment 7, Task Management Plan, to this solicitation for guidance.)
3. Provide a matrix break-out of the proposed labor mix by labor category and skill level for the sample tasks. Include man-hour totals by labor category and skill level. Provide a rationale and selection criteria for the proposed labor mix. No cost data is to be provided in this presentation.
4. The offeror shall detail how it will conduct the preparations and screening of a staffing candidate list to arrive at a final recommendation of the pool composition.

L.16 CERTIFIED COST OR PRICING DATA

In accordance with FAR 15.408, the offeror shall submit certifiable cost and pricing data. The prospective Contractor may be required to certify that any cost pricing data submitted was accurate, complete and current as of the date of final agreement on price. If so requested by the Contracting Officer, the Contractor shall submit a certificate in accordance with P.L. 87-653 as implemented by FAR 15.403-4, and in the format specified in FAR 15.406-2.

L.17 LABOR CLASSIFICATIONS

Offerors shall use the following labor mix areas in proposing labor categories and preparing their technical and business management, and cost proposals.

Definition of labor mix areas. The direct labor hours appearing below are for professional and technical labor only and the administrative/clerical personnel that directly support them on this contract. These hours do not include management at a level higher than the project management. If it is the contractor's normal practice to charge management/clerical support staff as a direct cost, the proposal must include them along with an estimate of the directly chargeable staff-hours for these personnel as part of the support labor mix area. If this type of effort is normally included in indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

Offerors shall submit proposed labor categories and cost proposals for the proposed labor categories and labor hours per contract year as specified below. Requirements under this contract will be ordered by the issuance of task orders by the Contracting Officer utilizing your proposed labor categories. The Government is using 2,000 hours as the basis for calculating the approximate Full-Time Employees (FTE's).

This is a representative sampling of labor mix areas for performance of this contract. The offeror must propose the labor categories they intend to use on this contract that would support the labor mix areas shown below.

	<u>Estimated Labor Hours</u>				
	<u>Base Period</u>	<u>Option Period 1</u>	<u>Option Period 2</u>	<u>Option Period 3</u>	<u>Option Period 4</u>
Program Manager	2,500	2,000	2,000	2,000	2,000
Senior Technical	75,000	70,875	63,750	69,750	63,750
Junior Technical	10,000	9,450	8,500	9,300	8,500
Support	<u>12,500</u>	<u>12,175</u>	<u>10,750</u>	<u>11,950</u>	<u>10,750</u>
	100,000	94,500	85,000	93,000	85,000

Offerors shall propose the number of estimated labor hours (if directly charged) for Administrative/Clerical Support Personnel required to support the Program Manager, Senior Technical, and Junior Technical labor mix areas during the period of performance as part of the Support labor mix area.

L.18 NEGOTIATION

To the extent deemed necessary by the Government, negotiations will be conducted with all offerors who are eligible to receive a contract award resulting from this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

Proposals submitted in response to this solicitation will be evaluated in accordance with the criteria listed below. The objective of the evaluation is to determine which proposals offer the best prospect for attainment of the objectives of the solicitation, price and other factors considered. Those proposals found to be technically unacceptable and not reasonably subject to being made acceptable will be eliminated from further consideration.

A major item and/or gross omission which precludes meeting program objectives which cannot be corrected prior to or during negotiations without major revision or complete resubmission of the proposal will cause a proposal to be found technically unacceptable.

Those offerors whose proposal evaluations indicate that they do not have a reasonable chance of being awarded the contract will be excluded from the competitive range. That decision will be made based on persuasive rationale and sufficient facts.

M.2 MINIMUM RESPONSE REQUIREMENTS

To be considered acceptable and eligible for award, an offeror must address separately all the factors set forth in accordance with the INSTRUCTIONS FOR THE PREPARATION OF EXPERIENCE/PAST PERFORMANCE, KEY PERSONNEL/REPRESENTATIVE RESUMES, SMALL BUSINESS SUBCONTRACTING PLAN OR TEAMING PLAN, CONFLICT OF INTEREST (COI) CERTIFICATION, AND COST OR PRICING PROPOSALS contained in Section L.15 of this solicitation.

M.3 EVALUATION OF INDIVIDUAL PROPOSALS

M.3.1 TECHNICAL EVALUATION FACTORS

A. Each proposal will be evaluated according to the evaluation criteria stated in Section M of the solicitation. The technical evaluation factors are as follows:

1. Experience
2. Past Performance
3. Key Personnel/Representative Resumes
4. Small Business Subcontracting Plan or Teaming Plan
5. Conflict of Interest (COI) Certification
6. Sample Tasks (this factor will only apply to those offerors who have been included in the competitive range and will be presented in an oral presentation).

B. The evaluation factors to be used in the evaluation process, in descending order of relative importance, are as follows:

1. The Experience factor and Past Performance factor are of equal value

2. The Key Personnel/Representative Resumes factor and the Sample Tasks factor are of equal value
 3. The Small Business Subcontracting Plan or Teaming Plan factor and the Conflict of Interest (COI) Certification factor are of equal value
 4. The Experience factor and Past Performance factor are more important than the Key Personnel/Representative Resumes factor and the Sample Tasks factor
 5. The Key Personnel/Representative Resumes factor and the Sample Tasks factor are more important than the Small Business and Small Disadvantage Business Plan factor and the Conflict of Interest (COI) Certification factor.
- C. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government will perform concurrent but separate evaluations of each part of the proposal, including the cost proposal. The strengths and weaknesses will be identified for all factors. All parts (Experience/Past Performance, Key Personnel/Representative Resumes, Small Business Subcontracting Plan or Teaming Plan, Conflict of Interest (COI) Certification, and Cost/Price) of each proposal will be reviewed and analyzed, but only the Experience/Past Performance, Key Personnel/Representative Resumes, and the Small Business Subcontracting Plan or Teaming Plan will receive a numerical score. The Conflict of Interest (COI) Certification will be a pass/fail.

M.3.2 RELATIVE CAPABILITY OF COMPETING OFFERS

The Government contemplates awarding two contracts, one to a small business and one to a large business, as a result of this solicitation. The Government will evaluate the relative capability of the competing offerors on the basis of the following factors:

M.3.2.1 EXPERIENCE FACTOR

The evaluation of the Offeror's experience will be a subjective assessment of the breadth and depth of the offeror's past experience. The breadth of experience is defined as the offeror's experience in the following eight (8) areas:

- A. System Design
- B. Infrastructure Engineering (in development lab and production environments)
- C. Network Engineering
- D. Security Engineering
- E. System Engineering
- F. Accessibility Engineering
- G. Asset Management, IT Facility Management System (ITFMS), Facilities
- H. Program Management

The depth of experience is defined as the number of opportunities for experience that the offeror has had in the aforementioned eight (8) areas.

M.3.2.2 PAST PERFORMANCE FACTOR

- A. The evaluation of the offeror's past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances.
- B. The Government will focus on, but not be limited to, the offeror's past performance for the last three years from the due date of proposals and past performance information that demonstrates quality of performance relative to the nature, size, and complexity of SETA requirements, and will consider the depth, breadth and relevance of the contract references.
- C. The past performance information to be used may include, but is not limited to, the Past Performance Reference worksheets presented in Volume I, Section 1, Subsection A of the offeror's proposal; past performance questionnaire responses from references; interviews with references; and, information obtained from other sources. References may be from those the offeror has identified as well as references other than those identified by the offeror. References that cannot be reached, and information that cannot be verified by the reference, may affect the evaluation. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.
- D. Offerors shall note that the Government may consider any information available on any aspect of the offeror's past performance. References for work performed for the USPTO will carry more weight than other references. References identified by the offeror, and references other than those identified by the offeror -- such as other customers known to the Government, consumer protection organizations, data bases, and other sources that may have useful and relevant information -- may be contacted by the Government. The information received may be used in the evaluation of the offeror's past performance and best value decision. Likewise, the information may also be used in the evaluation of key personnel of the offeror and its major subcontractor(s). However, the Government may not contact all references identified in response to L.15.2.1.1.
- E. The merit of an offeror's past performance reference contracts will be evaluated based on the following:
 - 1. Contract experience that includes the type of work performed, whether the contract was a task order contract, and the size of the contract
 - 2. Business management that includes business behavior (the offeror's sensitivity to its customer's business environment) and business relations (the offeror's ability to work and communicate with its customers)
 - 3. Project management that includes cost control, timeliness of performance, and efficient and effective use of personnel
 - 4. Customer satisfaction that includes the offeror's ability to satisfy its customers and an overall evaluation.

Lack of conformance of the past performance reference contracts to Section L.15.2.1.1 will be identified as a significant risk and may affect the best value decision.

- F. A significant achievement, problem, or lack of relevant data can become an important consideration in the source selection process. For instance, if a significant problem occurred on a contract reference, it should be explained in section 16 of the Past Performance Reference worksheet as that information will be taken into consideration when evaluating past performance.
- G. It is the offeror's responsibility to provide letters of consent (see L.15.2.1.1.F of this solicitation) for all major subcontractors so that past performance information specific to the subcontractor can be revealed by the Government to the offeror, if necessary.
- H. The Government reserves the right to evaluate additional past performance references from any other sources.
- I. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will neither be evaluated favorably nor unfavorably on past performance.

M.3.2.3 KEY PERSONNEL/REPRESENTATIVE RESUMES FACTOR

The offeror's key personnel/representative resumes will be evaluated on the basis of their submitted resumes to determine the offeror's ability to provide qualified personnel to this contract. The resumes will be evaluated for qualifications and expertise appropriate to the task areas shown in Section C.3 of the statement of work and L.15.2.1.2 as evidenced by their experience and demonstrated accomplishments in related or similar work.

M.3.2.4 SMALL BUSINESS SUBCONTRACTING PLAN OR TEAMING PLAN FACTOR

M.3.2.4.1 Small Business Subcontracting Plan (applies only to large businesses proposing as the prime contractor).

The offeror's Small Business Subcontracting Plan will be evaluated on the offeror's stated proposed use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses as set forth in FAR Subpart 19.7, and on the creativity and resourcefulness of its teaming arrangement(s) with these concerns. The offeror will be evaluated on the appropriateness of its subcontractor(s) plan and on its ability to effectively manage and control the use of subcontractor(s). The offeror is encouraged to propose use of these concerns to the maximum extent possible. The offeror will be evaluated on its projected percentage of use of these concerns and the proposed subcontractor's socio-economic status in relationship to the PTO's preferred order of subcontractor participation as listed below :

- A. Veteran-owned small businesses (including service disabled veteran-owned small businesses)
- B. HUBZone small business concerns
- C. Women-owned small business concerns

D. Small disadvantaged businesses

E. Small businesses

The offeror will be evaluated on its past performance in achieving its small business contracting goals.

M.3.2.4.2 Teaming Plan (applies only to small businesses proposing as the prime contractor).

The offeror's Teaming Plan will be evaluated on the offeror's use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses as set forth in FAR Subpart 19.7, large businesses, on the creativity and resourcefulness of its teaming arrangement(s) with these concerns, and the proposed subcontractor's socio-economic status in relationship to the PTO's preferred order of subcontractor participation as listed below:

A. Veteran-owned small businesses (including service disabled veteran-owned small businesses)

B. HUBZone small business concerns

C. Women-owned small business concerns

D. Small disadvantaged businesses

E. Small businesses

F. Large businesses

M.3.2.5 CONFLICT OF INTEREST (COI) CERTIFICATION

To be eligible for award, the offeror must certify, at the time of proposal submission, that no condition or relationship currently exists with other individuals or firms, including its own corporate entities (parent, affiliates, or subsidiaries and successors in interest), consultants, or subcontractors down to the second tier, that would present an actual, apparent or potential conflict of interest.

In the event that the offeror cannot certify that no condition or relationship currently exists with other individuals or firms, including its own corporate entities (parent, affiliates, or subsidiaries and successors in interest), consultants, or subcontractors down to the second tier, that would present an actual, apparent or potential conflict of interest, the offeror must submit a Conflict of Interest (COI) Mitigation Plan that specifically details and describes the internal corporate procedures that will be used to mitigate the actual, apparent, or potential conflict of interest conditions or relationships by the date of contract award. Where parties other than the offeror are involved, the COI Mitigation Plan shall include signed agreements to the offeror's Conflict of Interest (COI) Mitigation Plan.

The offeror's Conflict Of Interest (COI) Mitigation Plan will be evaluated on the offeror's ability to mitigate the actual, apparent, or potential COI. The offeror's ability in this area will be evaluated based upon its appropriateness, thoroughness, sufficiency, timeliness, and anticipated

effectiveness to immediately mitigate, neutralize, and correct the actual, apparent, or potential COI conditions or relationships.

M.3.3 EVALUATION OF THE COST PROPOSAL

The Cost/Price proposal will be reviewed and analyzed in depth, but will not receive numerical scores. Each offer will be evaluated for cost realism to determine the ultimate cost to the Government if that offer is selected. The Government will determine that the prices offered are realistic by uncovering the facts on what is a fair and reasonable price. The cost information requested in Section L.14 will be used to perform a cost analysis of the offer to develop a realistic estimate of the costs of performance under conditions that will prevail during the contract performance. Contractors are advised that any proposed staffing alternatives, other than the traditional employer-employee arrangement, that are used for identifying qualified candidates and negotiating flexible compensation packages, will not be acceptable, unless the contractor can demonstrate that the proposed solution, used to price its overhead and fringe benefits, has been previously used by the contractor, and has been successful.

M.3.4 OTHER EVALUATION FACTORS

Upon completion of the initial evaluation of proposals, the Government will invite those offerors who have been included in the competitive range to deliver an oral presentation on the Sample Tasks factor. The offeror will be evaluated on its ability to analyze the tasking objectives as stated in each of the Sample Tasks, and to provide the appropriate mix by labor category and skill level to meet those objectives. The offeror will be evaluated on insight, perceptiveness, ingenuity, creativity, and resourcefulness in identifying techniques, procedures, technical risks and mitigating activities, milestones, deliverables, resources, tools, and methodologies for accomplishment of the tasks both technically and managerially, and of any suggested modifications or alternative approaches to the suggested technical approach that would improve the division of responsibilities or approach to achievement of the stated objectives while complying with USPTO's Life Cycle Management Methodology. Information gathered during the oral presentation will have a bearing on previously evaluated factors and will influence the final evaluations of those factors.

M.4 THE DETERMINATION OF BEST VALUE

The Government will make a value/cost tradeoff analysis across all offerors' proposals to identify and rank those proposals that offer the greatest value to the Government. All evaluation factors other than cost when combined are significantly more important than cost or price.

Award will be made to that responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing differences in the worth of the offer with differences in the overall cost to the Government. In making this comparison the Government is more concerned with obtaining superior technical features than with making an award at the lowest overall cost to the Government. The Government may make an award at a significantly higher price to acquire significantly superior technical features. However, the Government will not make an award at a significantly higher cost to acquire slightly superior features. As proposals become more equal in their technical merit, the evaluated cost increases in relative importance.

M.5 RESPONSIBILITY

An offeror must be determined responsible according to the standards set forth in FAR 9.1 to be eligible for award.

M.6 EVALUATION OF OPTIONS (FAR 52.217-5) (JUNE 1990)

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 requirements. Evaluation of options will not obligate the Government to exercise the option(s).