USPTO RFP # DOC52PAPT1100036 for
Automated Bio-Sequence Search System (ABSS)

SECTION B - SCHEDULE SUPPLIES OR SERVICES

Instructions: The Offeror shall provide details of each element that comprises firm fixed pricing for CLINs 0001, 0002, and 0003 below (applicable license(s), installation, training, maintenance services, etc.).

BASE YEAR – DATE OF AWARD THROUGH 12 MONTHS

CLIN	Description	Quantity	Unit	Total Firm Fixed Price (FFP)
0001	ABSS Software System (to include all aspects of ABSS software system per Section C and the RFP (including: Software, license(s), maintenance services, installation, training, transition plan, Premier Operational Support: 24/7 w/3-hour response time from initial call)	1	each	$

OPTION YEAR 2 – 12 MONTHS (IF OPTION IS EXERCISED)

CLIN	Description	Quantity	Unit	Total Firm Fixed Price (FFP)
0002	ABSS Software System (to include all aspects of ABSS software system per Section C and the RFP (including: Software, license(s), maintenance services, installation, training, transition plan, Premier Operational Support: 24/7 w/3-hour response time from initial call)	1	each	$

OPTION YEAR 3 – 12 MONTHS (IF OPTION IS EXERCISED)

CLIN	Description	Quantity	Unit	Total Firm Fixed Price (FFP)
0003	ABSS Software System (to include all aspects of ABSS software system per Section C and the RFP (including: Software, license(s), maintenance services, installation training, transition plan, Premier Operational Support: 24/7 w/3-hour response time from initial call)	1	each	$

SECTION C – DESCRIPTON/SPECIFICATIONS/STATEMENT OF WORK

C.1 Background

The Automated Bio-sequence Search System (ABSS) is the current system used by the U.S. Patent and Trademark Office (USPTO) since 1997 to examine claims including bio-sequences. The purpose of the ABSS is to sustain USPTO business function of performing prior-art searching of polynucleotide and polypeptide sequences claimed in patent applications examined by its Technology Center 1600 (Biotechnology). ABSS is designed to accept and store electronic sequence listing data submitted by applicants, and support searching of polynucleotide sequences using data stored from both applicant submissions and public and commercial databases of published sequence information.

C.2 Objective

The United States Patent and Trademark Office (USPTO) desires to modernize the capability described in paragraph C1. above.

C.3 Requirements

The proposed solution shall meet or exceed the following requirements:

C.3.1 Software/License/Maintenance Services

C.3.1 Capability to perform one-to-one nucleotide and protein sequence alignment searching against large databases. E.g. single sequence vs. GenBank Nucleotide Collection databases.

C.3.1.1 Using at least the following sequence alignment algorithms/heuristics or their equivalents, including Smith-Waterman, FASTA, and BLAST, for local alignments; and Needleman-Wunsch for global alignments. For nucleotide searches, search both the query sequence and its complement. In search results, hits with the complement identified as such.

C.3.1.1.1 Capability to search a nucleotide query against a nucleotide database (n2n search) and against a protein database (n2p search). Alignments displayed in search results for n2p searches must align three letter abbreviations for amino acids with their corresponding codon.

C.3.1.1.2 Capability to search a protein query against a protein database (p2p search) and against a nucleotide database (p2n search). Alignments displayed in search results for p2n searches must align three letter abbreviations for amino acids with their corresponding codon.

C.3.1.1.3 Capability to add and run a search using any other alignment algorithm/heuristic.

C.3.1.1.4 All algorithms and heuristics must be subject to independent, public review for soundness.

C.3.1.1.4.1 Algorithms and heuristics must be optimized so as to minimize computational requirements (e.g. SSE extensions for Smith-Waterman).

C.3.1.2 Capability to search databases stored in common formats, at least IG, GCG, FASTA, and BLAST formats.

C.3.1.3 Capability to set a specific algorithm/heuristic and set of search input and output parameters as the default condition for each of n2n, n2p, p2n, and p2p searches.
Shall be configurable at an administration level.

C.3.1.4 Capability to set a default set of search input and output parameters as the default conditions for each alternative algorithm/heuristic available for n2n, n2p, p2n, and p2p searches. Shall be configurable at an administration level.

C.3.1.5 Capability to set one or more alternative sets of search input and output parameters for each available algorithm/heuristic as alternative defaults for each of n2n, n2p, p2n, and p2p searches. Shall be configurable at an administration level.

C.3.1.6 Capability to rank and save hits based upon "% Query Match" parameter. % Query Match = 100*(score/length of query sequence).

C.3.1.7 Capability to rank and save hits based upon "% Database Match" parameter% Database Match = 100*(score/length of database sequence). This parameter is similar to % Query Match.
C3.1.8 Capability to rank and save hits based upon "Score" parameter.

C.3.1.9 Capability to search with a fragment of a database sequence as query, where the position numbering from the original sequence is maintained and displayed in the alignment output.

C.3.1.10 Capability to filter database sequences by minimum and/or maximum length. E.g. database sequences that are not from 15-100 residues in length are excluded from the search.

C.3.1.11 Capability to score pairings between an ambiguity symbol and a corresponding defined residue as a match, conservative mismatch or mismatch. E.g. X in protein query paired with A in database sequence; y in nucleotide query paired with c or t in database sequence.

C.3.1.12 Capability to search sequence patterns with following capabilities: Equivalent to GCG "FindPatterns"; EMBOSS "fuzznuc" & "fuzzpro".

C.3.1.12.1 Search with a query containing alternate residues at each of one or more positions. E.g. position 5 can be Ala, Leu, Gly; and position 20 can be Arg or Lys.

C.3.1.12.2 Search with a query that excludes a specified residue or string of residues at a specified location. E.g. position 5 is anything except His; position 10 is anything except Glu or Phe; position 15 is followed by anything other than the string Pro-Ser-Lys.

C.3.1.12.3 Search with a query with the beginning and/or the end of the sequence being marked. E.g. the N-terminus must be Gly; the C-terminus must be Thr; the N-terminus is Val and the C-terminus must be Trp.

C.3.1.12.4 Search with a query containing a wildcard residue at each of one or more positions. E.g. position 13 is any amino acid.

C.3.1.12.5 Capability to specify the size of a gap in a query. E.g. 0-20 repeats of any amino acid; 3-5 repeats of Trp.

C.3.1.12.6 Capability to combine any or all of these features: A combination of features/capabilities provided under items 1.12.1-1.12.5.

C.3.1.12.7 The output shall display each alignment along with the bibliographic and annotation information associated with the database sequence(s). Not like FindPatterns output.

C.3.1.13 Capability to create and search a 'mini-database' of specified sequences retrieved from nucleic and protein databases.

C.3.1.14 Capability to display a local alignment in context by displaying a specified number of residues adjacent to the region of best local similarity.

C.3.1.15 The output file for the search results shall be printable and in a defined format:
- Search input information.
- Table of scores (output statistics) for database sequences
- alignments, output statistics, and annotations associated with database sequences.

C.3.15.1 Output results saved in customer defined format. "Relational tables, xml, etc."

C.3.1.16 Capability of filtering out specified database sequence records from a results set. Primarily for instances where many sequence records from a large family of related patents contain the same sequence. Need to see the results for only one representative patent, and mask the rest. Filter by assigned sequence identifier for the records.

C.3.1.17 Capability to set default naming of search output files. Shall be configurable at an administration level.

C.3.1.17.1 Part of file name structure can include user input for part of filename.

C.3.2 **User-friendly Search Entry Interface:**

C.3.2.1 Input and output parameters for the chosen algorithm/heuristic to be configurable by the user. E.g. gap penalties, scoring matrix, word size, scores and alignments saved. When entering a new search, the default parameters should be displayed (see also C.3.1.3 and C.3.1.5), and further configurable by the user.

C.3.2.1.1 Interface shall not retain any user-configured input/output parameters from a preceding search session, but shall display default algorithm/heuristic and default input/output parameters for a new search.

C.3.2.2 Capability to upload existing sequences from a sequence database record as query from any given storage device, e.g. network storage.

C.3.2.3 Capability to upload existing sequences from a local file as query.

C.3.2.4 Capability to import query sequence from Sequence Editor (See also C.4.7).

C.3.2.5 Capability for user to display several sequences from a patent application and select them to search. Applies only to sequences from in-house patent application sequence databases. All queries searched with same algorithm/heuristic and set of parameters.

C.3.2.5.1 Capability to select multiple sequences in different ways for batch searching:
- selecting a range of sequences, e.g. 1-8;
- selecting various sequences, e.g. 2, 4, 7;
- combination of a range and various, e.g. 12, 53-55, 75-80, 121
(See also C.3.2.5)

C.3.2.5.2 Capability to select multiple fragments of a single sequence from a patent application to be searched. See also C.3.2.5.

C.3.2.6 Provide for length-limited searches, including minimum length, maximum length and a range of length options. Length limitations apply to database sequences excluded.

C.3.3 System requirements:

C.3.3.1 System shall run on heterogeneous commodity hardware .

C.3.3.2 System shall have no single points of failure.

C.3.3.3 System shall the have ability to recover from compute node failure without reloading all data to all nodes.

C.3.3.4 System shall be highly scalable with little to no configuration changes.

C.3.3.5 System shall provide user defined reporting statistics on demand.

C.3.4 Data management:

C.3.4.1 Data shall be replicated across compute nodes to user configurable level.

C.3.4.2 Data management shall be distributed to compute nodes.

C.3.4.3 System shall maintain data integrity.

C.3.4.4 System shall allow for partial reloads and updates.

C.3.5 Job management/queuing:

C.3.5.1 System shall ensure completion/re-execution of all requests without manual intervention.

C.3.5.2 System shall provide different queue management for customer-defined job populations -- rush, default, etc.

C.3.5.3 System shall be configurable to either attain minimum runtime for individual jobs or equal allocation of resources to all jobs.

C.3.5.3.1 System shall be adaptive to varying loads and allocate compute and storage resources accordingly. Relative light loads would change number of resources available to jobs (e.g., if only one job queued at historically light load time, all resources allocated to that one job).

C.4 (CLIN 2) Molecular Biology Software Requirements

C.4.1 Sequence Analysis tools

C.4.1.1 Capability to perform global or local pairwise sequence alignments between specified database sequences.

C.4.1.1.1 Algorithms/heuristics for pairwise sequence alignments to include Needleman-Wunsch, Smith-Waterman, FASTA, and BLAST.

C.4.1.1.2 Capability to add and run any other open source pairwise alignment algorithm/heuristic.

C.4.1.2 Capability to perform multiple sequence alignments between specified database sequences, and when required create a ‘consensus sequence’ from multiple sequences.

C.4.1.3 "Algorithms/heuristics for multiple sequence alignments to include ClustalW or equivalent, GCG Pileup or equivalent"

C.4.3.1.1 Capability to add and run a alignments using any other multiple sequence alignment algorithm/heuristic

C.4.2 Capability to map restriction enzyme cleavage sites in a nucleotide sequence. Output to show sites in context of nucleotide sequence, and also translated amino acid sequence. Equivalent to GCG "Map"; EMBOSS "remap"

C.4.3 Capability to translate a nucleotide sequence and backtranslate a protein sequence, and also allow the use of such translations as queries in a search. E.g. GCG “Translate" and "BackTranslate", or EMBOSS "transeq" and "backtranseq".

C.4.4 Capability to predict antigenic sites within an amino acid sequence. E.g. GCG "Peptide structure" or EMBOSS "antigenic".

C.4.5 Capability to calculate a hydropathy plot for an amino acid sequence. E.g. GCG "Peptidestructure" or EMBOSS "pepwindow".

C.4.6 Capability to determine protein statistics, including molecular weight, number and mole fraction for each amino acid. E.g. EMBOSS "pepstats"

C.4.7 Query Sequence Editor with the following minimum capabilities for creating custom query sequences:

C.4.7.1 Capability to generate new and/or edit search query sequences.

C.4.7.2 Capability to retrieve a specified sequence from nucleic or protein databases into text editor window.

C.4.7.3 Copy a sequence or part of a sequence from another source and paste it into the editor window.

C.4.7.4 Strip or filter non-sequence characters (numerals) and white space, if present, from a pasted sequence.

C.4.7.5 Convert case of residue symbols in a pasted sequence. 3-letter amino acid sequence to 1-letter, and vice versa.

C.4.7.6 Delete a residue or a block of residues by typing in a range and not having to delete one by one.

C.4.7.7 Insert new residues within an existing sequence without overwriting.

C.4.7.8 Replace one residue with another.

C.4.7.9 Capability to name the final product as desired, and the file so created can be used as a query in any of the search tools.

C.5 Further Molecular Biology Software Requirements (for later delivery)

C.5.1 Provide system-created numbers for residue positions.
Residue position numbers are to be system created.

C.5.2 Display residue-position number when the cursor is hovered over a residue.

C.5.3 Move the cursor to the correct residue when its position number is typed in.
When a number is entered, the system moves the cursor to a residue with that number.

C.5.4 Convert 3-letter amino acid sequence to 1-letter, and vice versa.

C.6 Prior to any contract award, the USPTO will test any proposed software to determine if the functional requirements stated in Section C above are met.

C.7 Premier Operational Support:

Premier Operational Support of all software proposed/provided in response to this solicitation including database support to include but not limited to data formatting, data analysis, error correction, system metrics evaluation. Support shall be available 24/7 with a three-hour response from initial call.

SECTION D – PACKAGING AND MARKING

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-2

The 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 www.acquisition.gov.

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

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

a. The Contracting Officer's Technical Representative (COTR) will perform inspection and acceptance of supplies/services to be provided under this contract.

b. Inspection and acceptance will be performed at:

U.S. Patent and Trademark Office
600 Dulany Street, MDW Rm (TBD)
Alexandria, VA 22314-5782

c. Deliverables (if any) will be accepted or rejected by the COTR.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-02

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 at www.acquisition.gov.

F.2 IDENTIFICATION OF CONTRACT DOCUMENTS/DELIVERABLES

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

a. Name and business address of the Contractor;
b. Contract number and task order number (if applicable);
c. Date of report; and
d. Name and office location of the COTR

F.3 STATUS REPORTING

The contractor shall provide a weekly status report to the COTR via electronic mail. This report shall include a summary of all contractor work performed and contractor hours expended (if applicable).

F.6 PERIOD OF PERFORMANCE

a. The period of performance for this contract is as follows:

Base Year:	Effective date of the contract through 12 months thereafter
Option Year 1:	12 months (if option is exercised)
Option Year 2:	12 months (if option is exercised)

F.7 PLACE OF DELIVERY

Deliverable items (if any) to be furnished under the contract shall be delivered to the COTR as per Section G – Contract Administration Data.

F.8 PLACE OF PERFORMANCE

United States Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22314

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

a. Contracting Officer's Technical Representative (COTR)

1. The COTR will be designated on authority of the CO to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspection necessary in connection with Contract concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of the Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property availability and provide for site entry of Contractor personnel, if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR.

2. The COTR will be determined at time of contract award. The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the CO in writing.

NAME:	TBD
ADDRESS:	600 Dulany Street TBD Alexandria, VA 22314
PHONE:	571-272-TBD

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

(a) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract

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

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b. Contracting Officer (CO)

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

This contract will be administered by:

NAME:	Office of Procurement
ADDRESS:	U.S. Patent and Trademark Office 600 Dulany Street, MDE, 7th Floor Alexandria, VA 22314

G.3 CONTRACTING OFFICER'S AUTHORITY

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

G.4 INVOICES

a. Invoices shall be submitted in one (1) original and two (2) copies to the U.S. Patent and Trademark Office. Costs being billed for individual task orders shall be invoiced separately. Invoices shall be submitted on a monthly basis, or as mutually agreed upon, as follows:

Original to:
U.S. Patent and Trademark Office
Office of Finance
Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450

Copy 1:
U.S. Patent and Trademark Office
Office of Procurement
Contracting Officer (TBD)
Mail Stop 6
P.O. Box 1450
Alexandria, VA 22313-1450

Copy 2:
U.S. Patent and Trademark Office
Acquisition Management Division
Contracting Officer's Technical Representative (COTR)
600 Dulany Street, MDW
P.O. Box 1450
Alexandria, VA 22313-1450

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 Contractor/business concern, address, and invoice date;
(2) Contract number;
(3) Task Order Number;

(4) Period covered by the invoice (This Invoice Period should be the same as the period used for the Status Report);
(5) Name, title, and phone number of the official responsible for preparing the Invoice;
(6) Name, title, and phone number, signature of official responsible for certifying the invoice;
(7) Description, price, and quantity of property and services delivered or Rendered.

(8) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION:

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

_____

COTR Signature Date

c. 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 the 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) and comply with the current USPTO format for classification of Program, Project and Activity codes.

(4) A complete copy of new lease agreements (if any), equipment schedules, and amortization schedules.

d. The USPTO COTR and/or Contracting Officer may reject any invoices that contain billing errors, improperly billed costs, failure to certify invoice, or failure to comply with invoice format.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the 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.

H.2 NOTICE TO THE GOVERNMENT OF DELAYS

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

H.3 ORGANIZATIONAL CONFLICT OF INTEREST

a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

b. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

c. Remedies: The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

H.4 CONFIDENTIALITY OF INFORMATION

a. Any designs, equipment, and/or concepts that evolve from performance there under shall be considered “Confidential.”

b. The Contractor shall not disclose any confidential information obtained in the performance of the contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by the contract, will be subject to review and approval by the COTR and Contracting Officer before publication or dissemination, for accuracy of factual data and interpretation.

H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT

a. The USPTO may extend the term of the contract by unilateral modification to the contract at any time prior to its expiration provided that the USPTO shall give the Contractor a preliminary written notice of its intent at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

c. The total duration of the contract, including the exercise of any options under this clause, shall not exceed 3 years from the effective date of the contract.

H.6 SECTION 508 OF THE REHIBILITATION ACT OF 1973 COMPLIANCE (29 U.S.C.794d)

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 the contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194. For additional information, the official Government Web page is: www.Section508.gov

H.7 LIMITATION ON CONTRACTOR ADVERTISEMENTS (PTO-06) (Apr 2006)

The Contractor agrees not to refer to any contract awarded under the solicitation in commercial advertising so as to state or imply that the product or service is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of the contract by contractor (including applicable subcontractors) shall not be made without the prior written permission of the Contracting Officer.

H.8 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

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

H.9 GOVERNMENT FURNISHED DATA (if applicable)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

H.10 RIGHTS IN DATA (if applicable)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract"

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

H.11 SECRECY AND USAGE OF PATENT INFORMATION

(1) Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

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

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

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

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

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

(6) Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

H.12 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (October 2003) (modified) (PTO-05C) - CAR 1352.239-73

*[Note: The security impact level of the IT system or systems involved in performance of the work under this solicitation is **MODERATE**. In addition, Offerors are not required to submit any deliverables required under this clause in response to the solicitation.*

a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause, the term Sensitive is defined by the guidance set forth in:

1. The DOC IT Security Program Policy and Minimum Implementation Standards

http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm;

2. The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf), which states that there is a presumption that all general support systems contain some sensitive information; and

3. The Computer Security Act of 1987 (P.L. 100-235) (http://www.epic.org/crypto/csa/csa.html), including the following definition of the term sensitive information: Any information the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. For purposes of this clause, the term Classified is defined by the guidance set forth in:

4. The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4 (http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf).

5. The DOC Security Manual, Chapter 18 (http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003 Security Manual/DOC Manual of Security Policies and Procedures.htm).

6. Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

   Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractors systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

a) All Contractor personnel performing under the contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, shall comply with the requirements contained in the USPTO IT Security Handbook (provided after contract award).

b) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor shall:

   1. Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq,) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 Stat. 2135, 2259-2273 (2002).

38 WEEKLY COMP. PRES. DOC. 51,2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf);

b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF);

c) DOC Procedures and Guidelines in the Information Technology Management Handbook (http://nsi.org/Library/Govt/docinfo.txt); and

d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (http://www.dss.mil/isec/nispom.htm).

2. Upon award, the Contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below.

3. Within 14 days after receipt of direction from the CACG, the Contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Offeror's proposal or sealed bid that resulting in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

c) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.13 <u>SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS (October 2003) CAR 1352.239-74</u>

a. Contractor personnel requiring any access to AIS's operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

1. Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with global access to an automated information AIS require a favorable pre-

employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contact IT Moderate Risk positions must be initiated within three working days of the start of work.

2. Contract personnel performing work designed Contract Moderate Risk who are not performing IT-related contract work are not required a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subjects start of on the contract, regardless of the expected duration of the contract.

3. Contract personnel performing work designated as Contract Low Risk will require as National Agency Check and Inquiries (NACI) upon the subjects start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

4. Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days, but is less that 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

5. Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Manual (NISPOM), (http://www.dss.mil/isec/nispom.htm) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained form USPTO Office of Security. At the option of the Government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on a completion of an appropriate investigation based upon the risk level assigned to the contract

b. Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

c. Within 5 days of contract award, the Contractor shall provide the CORS with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulations (CAR), 1352.209-72, Restrictions Against Disclosures.

d. The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractors and subcontractors facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

e. The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

[NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer s Technical Representative (COTR) and/or the USPTO Security Office.]

H.14 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE/USPTO SITE OR IT SYSTEMS (High or Moderate Risk Contracts) CAR 1352.237-71

(a) Investigative Requirements for High and Moderate Risk Contracts

All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the USPTO Office of Security before being eligible to work on the premises of any Department of Commerce/USPTO facility, or through a Department of Commerce/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

1. Non-IT Service Contracts:
   (a) High Risk – Background Investigation (BI)
   (b) Moderate Risk – Moderate Background Investigation (MBI)

2. IT Service Contracts:
   (a) High Risk IT – Background Investigation (BI)
   (b) Moderate Risk IT – Background Investigation (BI)

3. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS – formerly Immigration and Naturalization Service) agency check.

(b) Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

To be employed under the contract within the United States, non-U.S. citizens must have:

1. Official legal status in the United States
2. Continuously resided in the United States for the last two years; and
3. Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (The OSY routinely consults with appropriate agencies regarding the use of non U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

(c) Security Processing Requirement

1. Processing requirements for High and Moderate Risk Contracts are as follows:

   a. The Contractor must complete and submit the following forms to the Contracting Officer Technical Representative (COTR):

      (1) Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
      (2) FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
      (3) Credit Release Authorization.

   b. The COTR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

   c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COTR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.

2. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COTR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

(d) Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COTR will be notified. The COTR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

1. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
2. Falsification of information entered on security screening forms or of other documents submitted to the USPTO.
3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

[NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities or access to IT systems.]

(e) Access to National Security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(f) **Subcontracts**: Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

H.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) code associated with this contract is **541511 Custom Computer Programming Services (size standard - $25M)**.

H.16 TRAINING (if applicable)

The Government will not allow costs, nor reimburse costs associated with the Contractor training of Contractor employees without prior approval of the COTR and Contracting Officer.

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) FAR 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Full text available at: www.acquisition.gov.

Clause	Title	Date
52.202-1	Definitions	July 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-7	Anti-Kickback Procedures	Oct 2010
52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52-203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	Apr 2008
52.207-3	Right of the First Refusal of Employment	May 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Dec 2010
52.215-2	Audit and Records – Negotiation.	Oct 2010
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.222-3	Convict Labor	June 2003
52.219-8	Utilization of Small Business Concerns	May 2004
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Sept 2010
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010

52.223-6	Drug-free Workplace	MAY 2001
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-14	Rights in Data General	DEC 2007
	Alternates II (DEC 2007) and III	DEC 2007
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52-229-3	State, Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-17`	Interest	OCT 2010
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.233-1	Disputes	JUL 2002
52.222-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	Jul 1995
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.243-1 Alt 1	Changes – Fixed Price	Apr 1984
52.245-1	Government Property	Jun 2007
52.249-2	Termination for Convenience of the Government (Fixed Price)	May 2004
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 1984
52.251-1	Computer Generated Forms	Jan 1991

SECTION J – LIST OF ATTACHMENTS

J.1 ATTACHMENT A - PAST PERFORMANCE/RELEVANT EXPERIENCE QUESTIONNAIRE

SECTION K – ANNUAL REPRESENTATIONS AND CERTIFICATIONS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

FAR 4.1200 - Scope. This subpart prescribes policies and procedures for requiring prospective contractors to submit Annual Representations and Certifications via the Online Representations and Certifications Application (ORCA), a part of the Business Partner Network (BPN), to—

a. Eliminate the administrative burden for contractors of submitting the same information to various contracting offices; and

b. Establish a common source for this information to procurement offices across the Government Policy.

K.2 POLICY

a. Prospective contractors shall complete electronic annual representations and certifications at http://orca.bpn.gov in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102).

b. Prospective contractors shall update the representations and certifications submitted to ORCA as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to ORCA.

c. Data in ORCA is archived and is electronically retrievable. Therefore, when a prospective contractor has completed representations and certifications electronically via ORCA, the contracting officer may reference the date of ORCA verification in the associated Government contract file, rather than including a paper copy of the electronically-submitted representations and certifications in the file. Such a reference satisfies contract file documentation requirements of 4.803(a)(11). However, if an offeror identifies changes to ORCA data pursuant to the FAR provisions at 52.204-8(c) or 52.212-3(k), the contracting officer must include a copy of the changes in the contract file.

K.3 SUBMISSION OF WRITTEN REPRESENTATIONS AND CERTIFICATIONS

In addition to the requirements stated in Sections K.1 and K.2 above, prospective contractors shall submit with their proposal (1) an updated paper copy of the electronic annual representations and certifications information submitted to ORCA. Prospective contractors shall ensure that the following information from Sections K. 4, K.5, and K.6 is included in the paper copy submitted with its proposal.

K.4 TAXPAYER IDENTIFICATION NUMBER

The Contractor shall enter below the Taxpayer Identification Number (TIN) required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns.

TIN NUMBER: _____

K.5 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

a. The Contractor shall enter below the "DUNS" or "DUNS+4" number that identifies the Contractor's name and address exactly as stated in CCR and ORCA. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Contractor to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

DUNS NUMBER: _____

b. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at www.acquisition.gov.

Clause	Title	Date
52.204-3	Taxpayer Identification Number	OCT 1998
52.204-06	Data Universal Numbering System (DUNS) Number	APR 2008
52.215-01	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.233-02	Service Of Protest	SEP 2006

L.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) code associated with this project is 541511 Custom Computer Programming Services **(size standard - $25M)**.

L.3 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999) FAR 52.222-24

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

L.4 AGENCY-LEVEL PROTEST PROCEDURES

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 forum. 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:

KATHERINE KUDREWICZ
Director, Office of Procurement
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX No. 571-273-0284)

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 571-273-0099)

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 forum. If the protester has already filed with the GAO or other external forum, the procedures described here may not be used.

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

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

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

   (i) the protester's name, address, telephone number, and fax number;
   (ii) the solicitation or contract number, name of contracting office and the contracting officer;

   (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced;

   (iv) copies of relevant documents supporting protester's statement;

   (v) a request for ruling by the agency;

   (vi) statement as to form of relief requested;

   (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and

   (viii) all information establishing the timeliness of the protest.

c. All protests must be signed by an authorized representative of the protester.

d. 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 I day of the decision to grant the extension.

e. 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.

f. 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.

g. Effect of protest on award and performance:

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

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

h. 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:

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

IV. REMEDIES:

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

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

L.5 SERVICE OF PROTEST (SEP 2006) FAR 52.233-2

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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Postal Service	**Hand carried, Courier, or Non-USPS Mail Service**
U.S. Patent and Trademark Office ATTN: Becky Morehart/DOC52PAPT0801020 Office of Procurement Mail Stop 6, Madison East Building, 7th Floor, Rm. 7D41 PO Box 1450 Alexandria, VA 22313-1450	U.S. Patent and Trademark Office ATTN: B. Morehart/ DOC52PAPT0801020 Office of Procurement Madison East Building, 7th Floor, Room 7D41 Alexandria, VA 22314-1450

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

L.6 INCUMBENT CONTRACTOR

Biocelleration, Inc.
77 Milltown Road, Suite B4
East Brunswick, NJ 08816

Contract No. DOC40PAPT1105000

L.7 NEWS RELEASES

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

L.8 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting

Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.9 SOLICITATION AMENDMENTS

All information pertaining to this procurement, including any solicitation amendments will be posted electronically. Offerors are responsible for accessing the web page to obtain information including all solicitation amendments at the Current Patent and Trademark Office Acquisition Projects page located at **http://www.uspto.gov/about/vendor_info/current_acquisitions/index.jsp**

or ABSS web page @
http://www.uspto.gov/about/vendor_info/current_acquisitions/abss_hom.jsp

L.10 NO ALTERNATE PROPOSALS ACCEPTED

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

L.11 AMENDMENTS TO PROPOSALS

Amendments to proposals shall be submitted prior to the solicitation closing date as a complete, revised proposal and labeled “Revised Proposal.” Change pages will not be accepted.

L.12 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1 (f)(4) Alternate I (OCT 1997), the Government intends to evaluate proposals and award a contract after conducting discussions with Offerors whose proposal have been determined to be within the competitive range. If the Contract Officer determines that 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.

L.13 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

a. Offerors who wish to respond to the USPTO's needs as outlined in the solicitation shall submit all documents as defined in Section L.15 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (see Section K).

b. Offerors are not prohibited from submitting proposals that contain a teaming arrangement. However, teaming arrangements must demonstrate and meet the relevant experience and past performance requirements set forth in Section L.15 below. Proposals that include teaming arrangements that cannot demonstrate relevant experience, as defined below in Section L.15 may be deemed unacceptable.

c. All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the solicitation by the proposal due date will not be considered for further evaluation.

L.14 PROPOSAL REQUIREMENTS

a. Offerors are required to submit one (1) original and two (2) copies of the following in response to the solicitation:

VOLUME I – TECHNICAL PROPOSAL

FACTOR A: TECHNICAL
Subfactor 1: Technical Evaluation and Software Testing
Subfactor 2: Transition Plan

FACTOR B: PAST PERFORMANCE/RELEVANT EXPERIENCE

VOLUME II – FACTOR D: PRICE PROPOSAL

Section 1 – Firm Fixed Pricing for CLINs 0001, 0002, and 0003
Section 2 – Section K: On-line Representations and Certifications from (ORCA)

b. Proposal Submission Details:

FACTOR A – TECHNICAL PROPOSAL

a. The Technical proposal shall not exceed 20 pages total in length and shall identify how the Offeror will meet all of the requirements of Section C.

b. All Offeror-proposed software will be tested by USPTO using USPTO hardware to ensure the Section C requirements are met and that it is operational within the USPTO environment. The Offeror shall submit software that is downloadable or in DVD format for testing, and also submit a copy of any applicable software license. The copy of the license, if submitted/applicable is not part of the 20 page limitation.

c. A Transition Plan describing the Offeror's approach to transitioning from the current contract to the follow-on effort within 30 days from contract award without disruption to the services required by the USPTO. The Transition Plan shall include, but is not limited to, a detailed description of the Offeror's plan to install and integrate the product into the USPTO's current workflow process as well as the identification of associated risks and the mitigation of those risks, and training. The transition plan shall be considered as part of the 20 page limitation for the technical proposal.

FACTOR B – PAST PERFORMANCE/RELEVANT EXPERIENCE

a. The Offeror shall demonstrate its past performance/relevant experience in providing requirements per Section C of the solicitation. The Offeror's past performance/relevant experience will be evaluated based on the type, size and complexity of its previous experience compared to the type, size and complexity of the requirements specified in Section C of the solicitation.

b.Each Offeror shall provide no more than (3) Government and/or commercial past performance/relevant experience contract references. For each of the past performance/relevant experience reference contracts, the Offeror shall complete a Past Performance/Relevant Experience Worksheet (see Section J, Attachment A). For each reference contract, the Offeror is limited to 2 pages, excluding the instructions page.

c.The USPTO will utilize past performance/relevant experience information submitted by each Offeror in response to the solicitation. Each Offeror shall have the contract reference sign and complete a Past Performance/Relevant Experience Worksheet (see Section J, Attachment A) for each contract provided as a past performance reference in its proposal.

d.The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements, and reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted

the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

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

FACTOR C: PRICE PROPOSAL (VOLUME II)

Offerors' price proposals shall consist of the following:

1. Price Matrix: Each Offeror shall complete the price matrix in Section B – Supplies or Services and Prices/Costs (in same format as the price matrix/compatible with Excel 2010) by proposing firm fixed prices for CLINs 0001, 0002, and 0003, and shall also provide details of each element that comprises firm fixed pricing for CLINs 0001, 0002, and 0003 (applicable license(s), installation, training, maintenance services, etc.).

2. Section K Certifications and Representations: A complete, printed copy of current representations and certifications from Online Representations and Certifications Application (ORCA).

L.15 SUBMISSION REQUIREMENTS

a. All proposal documents, except where noted, shall be submitted as outlined below:

1. paper form (1 original and 2 copies) on white, untextured paper;
2. the proposal formatted for Microsoft Office 2010 and formatted for 8 1/2" by 11 " single-spaced print;
3. page margins shall be one (1) inch on all sides;
4. the type for all proposal documents (including charts and graphs) shall be black;
5. the characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;
6. the font shall be Arial 12 pt; and,
7. shall not exceed six (6) lines per vertical inch.
8. Additionally, one copy of the Price Proposal on a CD formatted for Microsoft Excel 2010. The CD shall match the paper copy or the Offeror runs a risk of being eliminated.

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

c. Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. DOC52PAPT01100036 on the outside of the package.

d. All proposal documents shall be received **no later than 2:00 p.m., Eastern Standard Time (EST) – for Alexandria, VA on November 29, 2011.**

e. Depending on the mode of delivery, Offerors' responses shall be addressed as follows:

U.S. Postal Service:	**Hand-carried, Courier, or Non-USPS Mail:**
U.S. Patent and Trademark Office ATTN: Becky Morehart/DOC52PAPT1100036 Office of Procurement Mail Stop 6, Madison East Building, 600 Dulany Street, 7th Floor, Rm. 7C01 PO Box 1450 Alexandria, VA 22313-1450	U.S. Patent and Trademark Office ATTN: Becky Morehart/DOC52PAPT1100036 Office of Procurement 600 Dulany Street Madison East Building, 7th Floor, Room 7C01 Alexandria, VA 22314-1450

f. When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above. All visitor access to USPTO facilities is controlled by security. When hand-carrying proposals, Offerors must allow time for proposals to be processed through security**. [NOTE: All proposals that are hand-carried or delivered by Courier or Non-USPS Mail will be picked up by the USPTO, Office of Procurement at the security desk. Offerors SHALL NOT personally deliver proposals to the MDE, 7th Floor, Room 7C01 address**.

L.16 QUESTIONS AND RESPONSES

a. All questions pertaining to the solicitation shall be submitted electronically via email to Becky.Morehart@uspto.gov. Questions shall identify the author and company name. Questions and responses pertaining to the solicitation will be published and made available at the USPTO Website stated in Section L.9 of this RFP.

b. The identity of the author and associated company name of the question will not be published. Offerors are responsible for checking the USPTO website above for responses to questions.

c. **All questions regarding the solicitation are due by 5:00 p.m., Eastern Standard Time (EST) for Alexandria VA on November 2, 2011.** Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.17 COMMUNICATIONS CONCERNING SOLICITATION

Only the Contracting Officer may be contacted regarding the solicitation. Communication concerning the solicitation with any other Government personnel, including contractor support. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-05)

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

M.2 BEST VALUE DETERMINATION AND CONTRACT AWARD

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

M.3 BASIS OF CONTRACT AWARD

a. Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of non-price and price features offering the best overall value to the USPTO. This will be determined by comparing differences in the USPTO evaluated value of each Offeror's non-price and price features. The USPTO shall determine what trade-off among non-price and price features promises the greatest value to the USPTO within the confines of the relative importance of the evaluation factors. The basis for award of a contract as a result of the solicitation will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

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

    1. Determined to be responsible according to the standards of FAR Subpart 9.1;
    2. Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation;
    3. Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required;
    4. Meets all mandatory requirements set forth in the solicitation; and
    5. Provides the best overall value to the USPTO as represented by a combination of non-price and price factors.

M.4 EVALUATION PROCEDURES

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the solicitation. The USPTO will evaluate offers based upon the evaluation criteria provided below:

A.**Technical**

1. The USPTO will evaluate the technical proposal to determine if the Offeror meets all of the requirements of Section C. The initial technical evaluation shall consist of algorithm/heuristic testing. The Contracting Officer will make a competitive range determination of those Offerors that are the most highly rated based upon the initial evaluation. Only those Offerors determined to be in the competitive range will undergo final testing of the proposed ABSS system software to ensure that it is operational within the USPTO environment.

2. a. The Transition Plan shall include, but is not limited to, a description of the transition approach and identification of associated risks and the mitigation of those risks. The Transition Plan will be evaluated on the extent to which it demonstrates a comprehensive, sound, and reasonable approach that ensures a seamless transition from the current contract to the new contract.

   b.The proposed transition plan shall be technically feasible, practical, and demonstrates a thorough understanding of the requirements, including a sound and reasonable solution to minimizing risk. Additionally, the plan shall be of sufficient detail and clarity, with any key milestones and deliverables identified, in order to enable the USPTO to gain visibility into the methodologies and processes that substantiate the Offeror's understanding and approach to the transition requirements. The Offeror shall provide reasonable and complete assumptions with respect to existing conditions.

3. The Transition Plan will be evaluated on the extent to which the Offeror has demonstrated an approach for the successful transition ("phase-in") within 30 days after contract award is:

   a. Realistic and achievable;
   b. Offers a seamless transfer of functions, activities, knowledge, and documentation that minimizes disruption to business operations;
   c. Provides reasonable and complete assumptions with respect to existing conditions; and
   d. Demonstrates the Offeror's successful experience and proven record in transitioning services of similar type, scope and complexity.

4. The evaluation will consider the extent to which the Offeror has demonstrated the ability to provide a sound and feasible "phase-in" transition from contract award.

B. <u>Past Performance/Relative Experience</u>

1. The USPTO will evaluate the quality of the Offeror's past and present performance in similar requirements of similar type, size and complexity. The USPTO will also assess the relevance of the Offeror's submitted Past Performance/Relevant Experience Worksheets (Attachment A). Greater weight will be given to the Offeror's past performance references as opposed to the past performance references of any proposed subcontractors.

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

3. False information provided concerning references may result in the Offeror being deemed ineligible for award.

C. <u>Price</u>

The USPTO will examine whether the proposed prices are fair and reasonable to the Government. The following elements will be evaluated in the Offeror's Price Proposal:

For the base year and each option year, the USPTO will evaluate the total proposed firmed fixed prices for CLINs 0001, 0002, and 0003.

M.5 RELATIVE IMPORTANCE OF EVALUATION FACTORS

<u>(a) Evaluation Factors</u>

The evaluation factors to be used in the evaluation process are as follows:

FACTOR A: TECHNICAL
Subfactor 1: Technical Evaluation and Software Testing
Subfactor 2: Transition Plan

FACTOR B: PAST PERFORMANCE/RELEVANT EXPERIENCE

FACTOR C: PRICE

(b) Relative Order of Importance

The non-price evaluation factors, in relative order of importance, are as follows:

a. Factor A, Technical factor, is more important that the Factor B, Past Performance/Relevant Experience factor.
b. Subfactor 1: Technical Evaluation and Software Testing are more important that Subfactor 2: Transition Plan.

All non-price evaluation factors are individually, as well as collectively, more important than price. The Government will analyze and perform concurrent but separate evaluations of each part of the proposal, including the price proposal. The strengths and weaknesses will be identified for all non-price factors.

M.6 SINGLE AWARD

The USPTO intends to award a contract to a single vendor. Multiple awards or awards by line item will not be made.

M.4 DETERMINATION OF BEST VALUE

The Government will make a value/cost tradeoff analysis across all offerors' proposals to identify those proposals that offer the greatest value to the Government. All evaluation factors other than price when combined are significantly more important than cost or price. Award will be made to those responsible offerors whose proposals contain the combination of those criteria offering the best overall value to the Government.

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