

1. Schedule of Supplies and Services and Prices

The United States Patent and Trademark Office intends to acquire the following Contract Line Items in accordance with the statement of work included herein. Offerors may propose alternate line items as long as the line items, in total, address all of the requirements of the statement of work. Payment for the services requested will be made using the line items below, or alternate proposed line items that become incorporated into the resultant contract or order.

If an Offeror proposes alternate line items to describe the services requested in the statement of work, the Offeror must depict such alternate line items in the same format as shown here (i.e., line item description, unit, quantity, unit price, extended amount).

All line items must be firm fixed price. The quantities provided are estimates.

An indefinite delivery indefinite quantity type order/contract is contemplated.

Central Contractor Registration requirement (CCR): Company must be registered on CCR in order for an award to be made to it. Companies may register at www.ccr.gov.

Offeror Representations and Certifications: Offerors must submit a completed copy of the provision at 52.212-3, Offerors Representations and Certifications – Commercial Items

This requirement is set aside for competition among small businesses.

SEE NEXT PAGE FOR SCHEDULE OF SUPPLIES AND SERVICES

1.1 Schedule of Supplies and Services

| CLIN | Description | Min Est. Qty | Max Est. Qty | Unit | Unit Price | Extended Amt. (Max Est. Qty x Unit Price) |
|------|---|--------------|--------------|-------|------------|---|
| | Base Period (1st 12 Months) | | | | | |
| 0001 | Transfer of Lines | 1 | 500 | Each | | |
| 0002 | Initial User Provisioning | 1 | 150 | Each | | |
| 0003 | Move, Change, Disconnect Lines | 1 | 150 | Each | | |
| 0004 | Help Desk Support (\$____ per User x 600 Users per Month) See Note #1. | 1 | 12 | Month | | |
| 0005 | Services (\$____ per User x 600 Users Per Month) See Note #1. | 1 | 12 | Month | | |
| 0006 | Broadband Service (up to 600 Users per Month) See Note #2. | 1 | 12 | Month | | |
| 0007 | Reporting | 1 | 12 | Month | | |
| | Estimated Total Base Period Amount | | | | | |
| | | | | | | |
| | Option Period 1 (2nd 12 Months) | | | | | |
| 1001 | Initial User Provisioning | 1 | 150 | Each | | |
| 1002 | Move, Change, Disconnect Lines | 1 | 150 | Each | | |
| 1003 | Help Desk Support (\$____ per User x 600 Users per Month) See Note #1. | 1 | 12 | Month | | |
| 1004 | Services (\$____ per User x 600 Users Per Month) See Note #1. | 1 | 12 | Month | | |
| 1005 | Broadband Service (up to 600 Users per Month) See Note #2. | 1 | 12 | Month | | |
| 1006 | Reporting | 1 | 12 | Month | | |
| | Estimated Total – Option Period I | | | | | |
| | | | | | | |
| | Option Period II (3rd 12 Months) | | | | | |
| 2001 | Initial User Provisioning | 1 | 500 | Each | | |
| 2002 | Move, Change, Disconnect Lines | 1 | 150 | Each | | |
| 2003 | Help Desk Support (\$____ per User x 600 Users per Month) See Note #1 | 1 | 12 | Month | | |
| 2004 | Services (\$____ per User x 600 Users Per Month) See Note #1 | 1 | 12 | Month | | |
| 2005 | Broadband Services (up to 600 Users per Month) See Note #2. | 1 | 12 | Month | | |
| 2006 | Reporting | 1 | 12 | Month | | |
| | Estimated Total – Option Period II | | | | | |

RFQ# DOC52PAPT1200013
BROADBAND INTERNET SERVICES

| CLIN | Description | Min Est. Qty | Max Est. Qty | Unit | Unit Price | Extended Amt. (Max Est. Qty x Unit Price) |
|--|---|--------------|--------------|-------|------------|---|
| Option Period III (3rd 12 Months) | | | | | | |
| 3001 | Initial User Provisioning | 1 | 500 | Each | | |
| 3002 | Move, Change, Disconnect Lines | 1 | 150 | Each | | |
| 3003 | Help Desk Support (\$____ per User x 600 Users per Month) See Note #1. | 1 | 12 | Month | | |
| 3004 | Services (\$____ per User x 600 Users Per Month) See Note #1. | 1 | 12 | Month | | |
| 3005 | Broadband Service (up to 600 Users per Month) See Note #2. | 1 | 12 | Month | | |
| 3006 | Reporting | 1 | 12 | Month | | |
| | Estimated Total Base Period Amount | | | | | |
| Option Period IV (4th 12 Months) | | | | | | |
| 4001 | Initial User Provisioning | 1 | 500 | Each | | |
| 4002 | Move, Change, Disconnect Lines | 1 | 150 | Each | | |
| 4003 | Help Desk Support (\$____ per User x 600 Users per Month) See Note #1. | 1 | 12 | Month | | |
| 4004 | Services (\$____ per User x 600 Users Per Month) See Note #1. | 1 | 12 | Month | | |
| 4005 | Broadband Service (up to 600 Users per Month) See Note #2. | 1 | 12 | Month | | |
| 4006 | Reporting | 1 | 12 | Month | | |
| | Estimated Total – Option Period I | 1 | 12 | Month | | |
| | Total (Base + Option Periods I through IV) | | | | | |

Note 1: For CLINS 0004 and 0005 (along with corresponding Option period CLINs), Offerors shall propose a unit price per user. This unit price shall be inserted into the “Description” section for that CLIN. The unit price per user proposed will be the Offeror’s firm fixed price per user for the service required by the respective CLIN. For example, the number “500” provided above, for Base Year CLINS 0004 and 0005, are estimated Not to Exceed (NTE) quantities. As an illustration, to complete the preceding table (Schedule for CLINs 0004 and 0005), Offerors shall multiply their proposed unit price by 500 and insert the result into the unit price column for the respective CLIN. This is the unit price that will be used for evaluation. The Offeror shall insert the extended amount for 12 months in the Extended Amount column. This extended amount will also be evaluated. This extended amount will appear in a resultant contract. When Task Orders

RFQ# DOC52PAPT1200013
BROADBAND INTERNET SERVICES

are issued under this contract, CLINS 0004, and 0005 (and corresponding option CLINs) will be issued reflecting any quantity of users, but not exceeding the numbers identified below. For example, if a Task Order is issued ordering 12 months of CLIN 0004 "Help Desk Support" reflecting 200 users, and if the proposed per user price was \$10.00 per user, the ordered CLIN would appear as follows:

| <u>CLIN</u> | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Extended Amount</u> |
|-------------|--|------------|-------------|-------------------|------------------------|
| 0004 | Help Desk Support (\$10 per user x NTE 200 users) | 12 | Month | \$2,000.00 | NTE \$24,000 |

If the Task Order is issued reflecting a NTE amount of 150 Users, the month unit price would be \$1500. The Contractor shall invoice based upon the actual number of users, as long as the actual number does not exceed the NTE quantity for which the order was issued.

Offerors must use the following NTE user numbers when determining the unit price to insert in the unit price column in the Schedule of Supplies Services and Prices.

Base year CLINs:

| | <u>NTE User Number</u> |
|------|------------------------|
| 0004 | 600 |
| 0005 | 600 |

Option 1 CLINs:

| | <u>NTE User Number</u> |
|------|------------------------|
| 1004 | 600 |
| 1005 | 600 |

Option II CLINs:

| | <u>NTE User Number</u> |
|------|------------------------|
| 2004 | 600 |
| 2005 | 600 |

Option III CLINs:

| | <u>NTE User Number</u> |
|------|------------------------|
| 3004 | 600 |
| 3005 | 600 |

Option IV CLINs:

| | <u>NTE User Number</u> |
|------|------------------------|
| 4004 | 600 |
| 4005 | 600 |

Further, with reference to CLINs 0004, 0005, and corresponding option year CLINs, Offerors are encouraged to propose step ladder quantity price discounts. For example, the Offeror may propose

RFQ# DOC52PAPT1200013
BROADBAND INTERNET SERVICES

one user per month price for orders reflecting 100 or less users, and a discounted price if the order is for > 100 users and <200, users or whatever step ladder quantities the offeror proposes.

Note 2: For CLIN 0006, Broadband services, it is the government's intent that this unit price will be exactly the unit price actually charged by the Internet services (IS) provider without any burden (e.g., G&A, material handling fee) applied. Therefore, Offerors are not required to fill in proposed amounts for CLIN 0006. However, if any Offeror is proposing to apply a handling charge, the Offeror must make that clear in the Offer. Such proposed amount will be considered in the price evaluation.

Note 3: Offerors are not prohibited from proposing a CLIN as Not Separately Priced (NSP).

2 Statement of Work

Managed Broadband Internet Services

2.1 Introduction and Overview

This Statement of Work is for Managed Broadband Internet Services for the United States Patent and Trademark Office (USPTO). The purpose of this contract is to provide commercial/business level Internet access for USPTO Teleworkers via cable modem or fiber optics and the ordering provisioning, installation, support, movement, disconnection of these lines, invoice consolidation and bill payment.

2.2 Background

The USPTO Telework programs evolved from an initiative by former Vice President Al Gore, which established a policy where eligible employees of government agencies may participate in telecommuting to the maximum extent possible without diminished employee performance. The purpose of Section 359 of Public Law No. 106-346, October 23, 2000 is to enhance the quality of life of employees by reducing the time spent commuting to work. The program resulted in reduced road congestion, more time employees could spend with families, and reduced the need for USPTO office space.

Over time, additional benefits were realized. Teleworkers continued to work through inclement weather that closed local offices. In 2010, Congress enacted the Telework Enhancement Act of 2010. Currently, USPTO is preparing its Telework Enhancement Act Pilot Program (TEAPP). The new program will potentially remove the geographic limitations of past telework programs resulting in a workforce more widely dispersed. With increased opportunities for telework, we anticipate increasing importance on stable and reliable internet access for USPTO telework employees.

2.3 Scope of Work

The contractor shall provide management and support for teleworker's existing broadband lines and shall enter arrangements with third party carriers to order new installations of commercial/business grade cable modem or fiber optics from the homes of employees participating in the USPTO's various telework programs to the Internet. Information on the current users and internet service providers will be provided to the selected contractor upon contract award. Existing services support Teleworkers from three offices within the USPTO: Trademark, Trademark Trial and Appeal Board (TTAB), and the Office of the Chief Information Officer (OCIO).

The minimum acceptable bandwidth of broadband connections for new installations is:

FiOS 15Mbps/5Mbps or more

Cable 12Mbps/2Mbps or more

Existing connections may still include DSL 3Mbps/768Kbps or more (DSL is not acceptable for new installations).

2.4 Objectives

The contractor shall achieve the following specific objectives:

- The transfer of existing teleworker broadband lines to the contractor's management control and support. While the contractor will maintain and support these lines the accounts will remain in the name of the USPTO.
- Provide for the ordering provisioning and installation of new broadband lines at the USPTO's request. USPTO may request availability of services for a new/proposed address before ordering.
- Provide Help Desk support for USPTO's Teleworkers broadband lines
- Provide invoice consolidation and bill payment services.
- Provide live access to status information for orders, problem resolution, helpdesk tickets
- Provide monthly reporting.

2.5 Requirements

The contractor shall provide teleworkers with Internet access using cable modem or fiber optic at the identified locations. Where there is a choice of service at an address, the contractor will select fiber optics over cable modem. The contractor shall provide for the ordering, provisioning and installation of commercial grade/business class broadband Internet service in the teleworker's homes (through the contractor's arrangements with third party broadband carriers). In addition, the contractor will transfer existing USPTO teleworker accounts to the contractor's management control and be responsible for the performance and support of these lines. The contractor will provide Help Desk support as an adjunct to the USPTO Help Desk in troubleshooting connection issues and resolve problems with the broadband carrier. The USPTO will provide information regarding current broadband carriers upon contract award.

2.5.1 Provisioning Services

The contractor will provide Provisioning Services under this contract that includes:

- For the purpose of placing "order calls" (e.g., requests for new accounts, moves, etc.), it is desirable to have access via the contractor's web portal for placing requests. Similar access is desired for the purpose of tracking the status of all requests and activities such as status of new orders, installations, trouble tickets, resolution of issues, etc.
- Pre-qualification and ordering of new circuits with broadband carrier; verification of available services at a new address prior to ordering.
- Pricing of new circuits if a new carrier is introduced.
- Contacting USPTO teleworkers to schedule installations.

- Scheduling installations with broadband carriers and monitoring the status until completion.
- Resolution of any problems that occur during or resulting from the initial installation.
- Processing of moves – relocation of teleworkers to new residences and disconnection of broadband services.
- Proactive performance monitoring is desired. (i.e., identification of latency, packet loss, etc.).

2.5.2 Help Desk Support Services

The contractor will provide Tier 2 Help Desk Support Service under this contract to support USPTO's teleworkers broadband Internet lines. The contractor will perform troubleshooting to resolve connection problems with user's broadband lines. The contractor will provide this support between the hours of 05:30 am and 10:00 pm Eastern Standard Time, Monday through Saturday to respond to calls from the USPTO Help Desk regarding performance issues with the broadband lines. If the contractor cannot resolve the problem, they will escalate it to the appropriate carrier. The following process will be followed for the resolution of connectivity issues:

- The USPTO's Help Desk will contact the contractor's Help Desk and open a trouble ticket.
- The contractor's Help Desk will contact the end user at their home within 30 minutes of notification from the USPTO.
- The contractor will troubleshoot with the end user to isolate the problem.
- If the contractor cannot resolve the problem, they will immediately contact the appropriate carrier and open a trouble ticket.
- During the resolution process, the contractor will update the status of the ticket to keep USPTO apprised of the situation. If the contractor has provided a web portal for this Purpose, updates may be posted on the web portal.
- The contractor will continue to coordinate with the carrier until the problem is resolved.
- When the carrier advises the contractor that the problem is resolved, the contractor will contact the end user to confirm the status.

2.5.3 Invoice Consolidation and Bill Payment Services

The contractor will notify the USPTO's broadband carriers that they are under contract with the USPTO to provide management services with regard to the USPTO's broadband lines and that the contractor is acting as the focal point for bill payment. The contractor will receive invoices from the carriers, audit them for accuracy, resolve billing discrepancies with the carriers, consolidate the invoices into one invoice in a format to be agreed upon by the contractor and USPTO, and then send the monthly-consolidated invoice to the USPTO for payment. The contractor will pay the invoices received from the carriers on behalf of the USPTO and insure that each carrier receives payment by the due date. Where USPTO has service/pricing agreements with IS providers, the amount invoiced shall be based on the current unit price negotiated between the provider and USPTO. In the event the contractor must enter into its own agreement with an IS provider (where no agreement already exists between the provider and USPTO, before entering into such

agreement, the contractor shall obtain written concurrence from the USPTO Contracting Officer on the unit prices that would be applicable.

On the performance start date, the contractor will assume responsibility for the transfer and management of existing USPTO teleworker's broadband lines with the following providers. These are the providers who currently provide services to the Teleworkers under this contract.

Cable

Cox Communications
Comcast
Time Warner Cable
RCN Corporation
Cablevision
Antietam
Shentel
Sure West
Mediacom
Charter Communications
Metrocast Cable of Colonial Beach
Verizon FiOs

2.5.4 Report Requirements

1. The contractor shall provide a monthly report to capture National Account Savings for all service providers that have contract agreements in place. A second report should also include a breakdown of line item savings showing the service provider, user, account number, amount of non-recurring charges (NRC) saved, amount of monthly recurring charges (MRC) saved, total amount saved, date that savings were identified, date savings were received, and reason for savings. Format: Excel. Report Frequency: Monthly (day of month agreed upon between Contracting Officer's Technical Representative (COTR) and contractor). Distribution: The Contracting Officer, via email, will provide report distribution requirements.
2. The contractor shall provide a monthly report to capture the date a service request is submitted to the contractor, the not-later-than date the service is required by the USPTO, the date the service has been completed, and the amount of actual time elapsed. A reason for service requests that are not processed within 48 hours should be included in the report. Format: Excel. Report Frequency: Monthly (day of month to be agreed upon between COTR and contractor). Distribution: The Contracting Officer, via email, will provide report distribution requirements.
3. The contractor shall provide a monthly report to show the number of Helpdesk tickets received, the average length of time to resolve the tickets and the name of the entity (e.g., contractor, ISP, or other) who resolved the ticket. Note: Contractor shall provide a separate narrative communication on problem trends identified, as trends are discovered. Format: Excel. Frequency: Monthly (day of month to be agreed upon

between COTR and contractor). Distribution: The Contracting Officer, via email, will provide report distribution requirements.

2.5.5 Status Information

The contractor shall provide information concerning inventory, order status and trouble ticket status. Information shall be current within 8 hours. The resulting contract will serve multiple USPTO organizations and multiple USPTO points of contact will need access to this information. A web based portal is desired, however, Offerors may propose alternate solutions.

3 Period of Performance

The anticipated period of performance for the base period is December 5, 2011 through December 4, 2012. The resultant contract will include four 12 month option periods. Each option, if exercised, will extend the period of performance as follows:

| | |
|--------------------|-------------------------------|
| Base Period: | 5 Dec 2011 through 4 Dec 2012 |
| Option Period I: | 5 Dec 2012 through 4 Dec 2013 |
| Option Period II: | 5 Dec 2013 through 4 Dec 2014 |
| Option Period III: | 5 Dec 2014 through 4 Dec 2015 |
| Option Period IV: | 5 Dec 2015 through 4 Dec 2016 |

A single award is contemplated for the services under this contract.

4 Contract Type

This shall be a firm-fixed price contract.

Task Orders will be issued by the USPTO Contracting Officer.

5 Contract Administration

The Contract Specialist for this award shall be:

Shellie Eaton

571-272-5146

shellie.eaton@uspto.gov

5.1 Contracting Officer's Technical Representative (COTR)

The Contracting Officer's Technical Representative (COTR) for this requirement shall be determined.

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.

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

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

6 Additional Terms and Conditions

6.1 FAR 52.212-4 Contract Terms and Conditions – Commercial Item (June 2010)

The clause at FAR 52.212-4 is hereby incorporated by reference.

6.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)

(Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (10) [Reserved]

X (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

- X (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- ___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- X (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

X (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination

settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

6.3 PTO-04C – SECURITY CLAUSE

ACCESS TO GOVERNMENT FACILITIES

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

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 interpretation thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions, without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

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. GFD will be delivered to the Contractor as specified in each task order(s). Title to GFD shall remain in the

Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion of or termination of this contract, the Contractor shall return to the Government all GFD.

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 program 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 purpose 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.

SECRECY AND USE OF PATENT INFORMATION

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-know basis. The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished to the Contractor by the Government, or obtained by the Contractor from the Government, except performing the requirements of this contract. Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or of patent application folders. All processing, storage, or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO. All personnel having access to patent application files or data or information concerning the same, must take the following 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 an any time thereafter, and that I take this obligation freely, and without mental reservation or purpose of evasion.” Each employee’s signed oath, or affirmation, shall be retained in the Contractor’s file, subject to inspection by authorized Government representatives. Without advance notice, the Government shall have the right to inspect the Contractor’s premises, records, and work in process pertaining to the secrecy of patent information.

6.4 PTO-06 LIMITATION ON CONTRACTOR ADVERTISEMENT

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided 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 a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

(End of clause)

6.5 PTO-10 - Agency-Level Protest Procedures (DEC 1996)

a. 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.

b. 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.

c. PROCEDURES:

i. 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:

Chief Financial Officer
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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
General Law Office
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number 571-273-0099)

ii. 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 Government Accountability Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

- a. 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.
- b. 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.
- c. To be complete, protests must contain the following information:
 1. the protester's name, address, telephone number, and fax number
 2. the solicitation or contract number, name of contracting office and the contracting officer
 3. a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced

4. copies of relevant documents supporting protester's statement
5. a request for ruling by the agency
6. Statement as to form of relief requested
7. all information establishing that the protester is an interested party for the purpose of filing a protest
8. all information establishing the timeliness of the protest
9. 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.

iii. 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 15.506, 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

- e. urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

d. **REMEDIES:**

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

- i. terminate the contract,
- ii. re -compete the requirement,
- iii. issue a new solicitation,
- iv. refrain from exercising options under the contract,
- v. award a contract consistent with statutes and regulations,
- vi. amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- vii. such other remedies as the decision-maker may determine are necessary to correct a defect.

(End of provision.)

6.6 PTO-17 CONTRACTOR FOIA REQUIREMENT

Upon award of any contract resulting from this solicitation, the contractor shall be required to submit in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.

6.7 FAR 52.216-18 Ordering. (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 12 months thereafter. The order period is extended by 12 months upon the exercise of each option.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

6.8 FAR 52.216-19 Order Limitations. (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100 [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of \$50,000.00;
 - (2) Any order for a combination of items in excess of \$300,000.00; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

6.9 FAR 52.216-22 Indefinite Quantity. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the expiration of this contract (12 months from

effective date of contract or 60 months from effective date of contract if all options are exercised).

(End of clause)

6.10 FAR 52.217-5 Evaluation of Options. (JULY 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 requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

6.11 FAR 52.217-8 Option To Extend Services. (Nov 1999)

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

(End of clause)

6.12 6.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Exercise of an option will result in the following contract modifications:

The Period of Performance of the contract will be extended as follows:

| Option Period | Period of Performance |
|----------------------|--|
| Option I | 12 months from expiration of the base year period of performance |
| Option II | 12 months from expiration of Option I |
| Option III | 12 months from expiration of Option II |
| Option IV | 12 months from expiration of Option III |

6.13 Option to Increase Quantities

The USPTO has the unilateral right to increase the quantity of CLINS 0002 and 0003 (and corresponding Option CLINs), and the User quantities in CLINs 0004, 0005, and 0006 (and corresponding Option CLINs) by 25%. This option to increase quantity may be exercised at any time during the applicable effective contract performance period.

7 Proposal Instructions

7.1 FAR 52.212-1, Instructions to Offerors – Commercial Items (June 2008)

The provision at FAR 52.212-1 is hereby incorporated by reference.

7.2 Amendments

The USPTO reserves the right to amend the terms of this Request for Quote (RFQ) at any time prior to the source selection decision. If appropriate, the Offerors will have an opportunity to modify their offers.

7.3 Submission Requirements

This RFQ is a 100% total small business set-aside under NAICS 517919. The size standard is \$25 Million.

Proposals shall consist of the following:

Volume I shall consist of the Offer, Technical Approach, Experience Statement, Past Performance Information. **Volume II** shall consist of Section B and Documentation Supporting Prices.

The USPTO request those responding to the solicitation to provide the following information formatted for 8 ½” by 11” page with single-spaced print formatted for Microsoft Office 2000. Do not use more or less than 12 characters per square inch.

Foldouts may not be larger than 11" x 17". Any page limits are listed with the description of the elements of your proposal set out below

A. Technical Proposal shall consist of the following sections.

- The first section shall contain a one page title page with company's information and contacts listed.

This section will not be evaluated.

- The second section shall be titled "Technical Approach". The Offerors must describe in writing how they will fulfill the USPTO's requirement as set forth in the statement of work. The Technical Approach portion of your proposal shall not exceed 5 written pages. If your proposal for this factor exceeds 5 pages, only the first (1st) five pages will be evaluated.

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of the overall proposed technical approach pertaining to the following: (1) Offeror's approach to meeting all of the requirements of the USPTO as described in Section 2 of the RFQ; (2) Offeror's proposed additional measures and standards (if any) explaining how they will benefit the USPTO.

- The third section should describe the Offeror's Experience/Past performance.

The Offerors must provide information on three contracts or orders that your firm has performed. For each of these three contracts/orders, complete:

1. Past Performance reference questionnaire (attached) is provided for the Offeror to give to their references that are cited in the response to this RFQ. This form should be completed by the reference and submitted via fax or email not later than the RFQ submission due date to the Contracting Officer. See below:
2. A Contract Experience Form (attached) is provided to be completed by the Offeror.

Attn: Shellie Eaton
Fax Number: 571-273-5146
Email: shellie.eaton@uspto.gov

If you do not have information on at least three contracts that you can submit, you need to state this circumstance clearly in your quote.

The USPTO will evaluate the Offeror's experience and past performance based on its demonstrated ability to perform the activities specified in Section 2 of this solicitation by comparing the type, size, scope and complexity of the Offeror's previous prime or subcontract experience with the type, size, scope and

complexity of the requirements specified in Section 2 of this RFQ.

The USPTO will evaluate the quality of the Offeror's past and present performance in similar services in programs of similar size, scope, and complexity. The USPTO will also assess the relevance of the Offeror's submitted Past Performance Questionnaires.

B. Volume II (Price Proposal) shall consist of the following sections. This section must remain separate from the above three sections.

- The fourth section shall contain pricing information for one base and four 1-year option years.
 - a. A completed Section 1 of the solicitation, entitled "Supplies or Services and Prices to indicate your proposed firm fixed prices." If you propose an alternate pricing schedule, ensure you use the same format. If an Offeror makes a mistake in extending the unit price by the quantity required, the Contracting Officer will correct the extension using the proposed unit price; this corrected extension amount will be used for the price evaluation.
 - b. Price proposal should contain sufficient information to determine reasonableness. Identify all costs associated necessary to complete the project. Documentation submitted to support prices is unlimited and shall include the basis for the price for each Contract Line Item for all option years showing all components that make up the price for each Contract Line Item, i.e. cost breakdown of supplies, equipment costs and other direct and indirect costs.
 - c. Completed Certifications and Representations

7.4 Receipt of Questions and Proposals

Questions are due by Wednesday, November 3, 2011 no later than 12 o'clock noon local time of the Contracting Officer, Alexandria, VA.

No information or requests for clarification will be provided in response to telephone calls from Offerors.

Quotes should be submitted by Wednesday, November 16, 2011 no later than 12 o'clock noon local time of the Contracting Officer, Alexandria, VA.

Electronic submissions for questions and quotes to **shellie.eaton@uspto.gov** are preferred. Offerors are to reference quote number RFQ DOC52PAPT1200013, Broadband Internet Services.

7.5 Period of Acceptance

Provision 7.5 supersedes any information on the cover page of this RFQ with respect to the time period the Offeror's offer will be valid for acceptance. Unless the Offeror explicitly states otherwise, its offer shall be valid for acceptance by the Government for **90** calendar days from the date the RFQ closes.

8 Evaluation

8.1 FAR 52.212-2 Evaluation – Commercial Items (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Approach (See **Section 7.3** for description of items to be included in this section)
2. Experience/Past Performance
3. Price

Factors 1 and 2 are of equal importance. Technical Approach and Experience/Past Performance, when combined, are significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

8.2 Award Without Discussions

The USPTO intends to award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best proposal. The USPTO reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Should the Contracting Officer determine it necessary to conduct discussions, such discussions may be conducted as described in either the Federal Acquisition Regulation (FAR).

If discussions are conducted in accordance with the FAR, the Contracting Officer may determine the number of proposals that would otherwise be in the competitive range

exceeds the number at which an efficient competition can be conducted. In such circumstances, 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 offerors.

8.3 Best Value Determination

The USPTO will make an award resulting from this solicitation to the responsible Offeror whose offer will be most advantageous and represent the best value to the USPTO, price and other factors considered. In making the best value determination, the USPTO will evaluate technical approach, experience/past performance, and price. The USPTO shall determine what tradeoff among these factors provides the greatest value to the USPTO.

Evaluation Factors are listed in descending order of importance:

Factor 1 Technical Approach –

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of the offeror's overall proposed technical approach pertaining to meeting all of the requirements of the USPTO as described in Section 2 of the RFQ; (2) Offeror's proposed additional measures and standards (if any) explaining how they will benefit the USPTO.

Factor 2 Past Performance and Experience –

The USPTO will evaluate the Offeror's experience and past performance based on its demonstrated ability to perform the activities specified in Section 2 of this solicitation by comparing the type, size, scope and complexity of the Offeror's previous prime or subcontract experience with the type, size, scope and complexity of the requirements specified in Section 2 of this RFQ.

The USPTO will evaluate the quality of the Offeror's past and present performance in similar services in programs of similar size, scope, and complexity. The USPTO will also assess the relevance of the Offeror's submitted Past Performance Questionnaires.

Factor 3 Price –

For CLINs 0001, 0002, 0003 and corresponding outyear CLINs the evaluated price will be the extended price based upon maximum quantities for the base and 4 option years; for CLINs 0004 and 0005 and corresponding out-year CLINs, the per user per month price proposed will be evaluated as well as the extended amounts. CLIN 0006 is expected to be an actual cost pass-through, and as such would not be evaluated, however, if an offeror proposes a handling fee, such fee will be included in the price evaluation.

Factors 1 and 2 are of equal importance. Technical Approach and Experience/Past Performance, when combined, are significantly more important than price.

9 Representations & Certifications

9.1 FAR 52.212-3 Offeror Representations and Certifications—Commercial Items. (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or

updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the WOSB concern or concerns that are

participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It o has, o has not 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.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) 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: _____.*]

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|----------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.*
(Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

| Line Item No. | Country of Origin |
|----------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

| Line Item No. | Country of Origin |
|----------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) o Have, o 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 Federal, state or local government 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, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does or does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

10 Attachments

1. Past Performance Reference Questionnaire (1 page)
2. Contract Experience Form (1 page)