

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 PERFORMANCE-BASED SERVICES CONTRACT**

This is a Request for Proposal (RFP) for a Performance-Based Services Contract. The Contractor shall provide the services required in SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT at the prices proposed in this Section B.

### **B.2 TYPE OF CONTRACT**

The Government will award a single contract under this RFP. This is a 100% small business set aside, hybrid contract. All of the Contract Line Item Numbers (CLINs) under the contract are Time and Material (T&M) with the exception of CLINs 0003A – 0003E, 0004A – 0004E, 0005A – 0005E and 0006A – 0006E which are Firm Fixed Price. The USPTO will order work under this contract via the issuance of task orders.

### **B.3 CEILING PRICE**

The total ceiling price of the contract is not to exceed (to be determined at contract award). The Contractor shall not make expenditures or incur obligations in the performance of this Contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

### **B.4 COST/PRICES**

(a) The Contractor shall provide the services under this contract at the fixed hourly rates proposed (*Offeror must fill in*) in Attachment “1” to this RFP. The specified fixed hourly rates shall include wages, overhead, general and administrative expenses and profit. **In addition**, contract-level program management support costs (including the cost of an Earned Value Management System (EVMS) required in paragraph B.5) shall also be included in the fixed hourly rates proposed in Attachment “1” to this RFP, and encompass support for contract-level management, reporting requirements (See Section F) and related travel and meeting attendance costs associated with the Contractor's program management staff, as it relates to overall management of the Information Technology End User Support (FM) Services Program. These “program management” support costs are differentiated from individual task order “Task Order Manager” or “Project Manager” support costs, which are billed as direct costs against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order level for labor hours in the “Task Order Manager” or “Project Manager” categories, to specifically support project management for the task order. A ceiling price will be established for each task order issued, based on an estimated amount of labor required to perform the task. The ceiling price will not change for the task order unless the Contracting Officer gives approval.

(b) CLIN's 0002A through 0002E are for supplies required under this Contract and shall be provided on a cost reimbursement basis, in accordance with the Contractor's usual accounting procedures, consistent with Part 31 of the Federal Acquisition Regulation (FAR). When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with FAR Part 31. Contractors may elect to propose a material handling rate of 0% for the resulting contract. Any material handling rate proposed for the resulting contract shall not exceed a ceiling of 3% and must be proposed for the base year and each of the four option years.

### **B.5 Earned Value Management System – Task Orders**

Each Task Order, when issued, will indicate whether Earned Value Management applies. When Earned Value Management applies:

(a) In the performance of a Task Order the contractor shall use an earned value management system (EVMS) to manage the Task Order. The contractor must use an EVMS that

has been recognized by the Contracting Officer (CO) as compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of Task Order issuance).

- (1) Earned Value Management (EVM) shall be applicable to discrete task orders that exceed \$200,000 and exceed 90 days to complete.
- (2) The contractor will submit contract performance reports in the format designated in the applicable task order.
- (3) The Contractor shall submit the contract performance reports on a monthly basis no later than the 25<sup>th</sup> day of each month. In the case of the initial contract performance report submission, if USPTO does not approve the Task Management Plan by the 18<sup>th</sup> of the month, the initial contract performance report submission is not due until the 25<sup>th</sup> of the following month. When the 25<sup>th</sup> falls on a Saturday, Sunday, or government holiday, the contract performance reports will be due on the next business day. The contract performance reports are in addition to the required Monthly Status Report (MSR).
- (4) The contract performance report will be transmitted to the USPTO in the specified format program (e.g., Excel) via email to the COTR. The USPTO reserves the right to change the specified format or program in advance in which the contractor performance report will be submitted. In the event USPTO requires a different format, the Contractor will be notified at least 60 days in advance. The delivery of the first report in the new format will be negotiable.

(b) If, at the time of Task Order issuance, the Contractor's EVMS has not been recognized by the CO as complying with EVMS guidelines (or the Contractor does not have an existing earned value management system that is compliant with the guidelines in ANSI/EAI - 748 (current version at time of Task Order issuance)), the Contractor shall use this non-compliant or non-validated system for an interim period, which will be negotiable between the Government and the Contractor. At the end of the agreed upon interim period, the Contractor shall be prepared to demonstrate to the CO that the EVMS complies with the EVMS guidelines referenced in paragraph (a) of this clause.

(c) Unless a waiver is granted by the CO, any contractor proposed EVMS changes require approval of the CO, prior to implementation. The CO shall advise the contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the contractor. If the advance approval requirements are waived by the CO, the contractor shall disclose EVMS changes to the CO at least 14 calendar days prior to the effective date of implementation.

(d) The contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, to the performance criteria referenced in paragraph (a) of this clause. Pertinent records may include all supporting documentation that supports the information contained in the contract performance report.

(e) The contractor shall require the team members/subcontractors specified below to comply with the requirements of this clause: (Insert list of applicable subcontractors)

(TBD)

(f) All efforts required under this clause shall be authorized in accordance with the applicable ordering provisions of this Contract.

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

End User Support  
(USPTOEUS)  
Performance-Based Service Contract  
Statement of Work

**C.1 Purpose**

The United States Patent and Trademark Office (USPTO), an organization with an employee base of approximately 7,000, has a requirement for Information Technology End User Support Services for the Chief Information Officer (CIO) of the USPTO. These services fall under the Information Technology Operations and Maintenance (ITOM) services described in paragraph number 3 of the USPTO's future requirements synopsis found at the following link <http://www.uspto.gov/web/offices/ac/comp/proc/special.htm>. The services to be provided are: Audio/Visual (A/V) Tech Support, Desktop Deployment and Moves (DDM), Desktop Field Support (DFS), Integrated Enterprise Baseline Support (IEBS), asset management; and IT inventory support, Lab Desktop Support, Network Operations, SIRA Delivery, Storage Administration, Technical Writing, Warehouse Operations and WebTA Call Center. At its option the United States Patent and Trademark Office may require support for the future relocations of its Information Technology (IT) assets.

**C.2 Definitions**

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

- ***“Microcomputer” is synonymous with either microcomputer, mini-tower, laptop or notebook;***
- ***“Hand-held computer devices” is defined as those devices small enough to fit in the palm of one's hand. They are also called PDAs, hand-held computers and pocket computers;***

**C.3 LOCATIONS**

The current Contractor supports the following government locations in the performance of its contract.

C.3.1 USPTO Headquarters – The location of the Headquarters is 600 Dulany St., Alexandria, VA. This also includes adjacent buildings in the general vicinity of Headquarters. .

C.3.2 Fullerton Center - (Newington Warehouse) - The location of the Fullerton Center is 7401 Fullerton Road, Springfield, VA.

C.3.3 Franconia Warehouse – The location of the Franconia Warehouse is 6808 Loisdale Road, Springfield, VA.

C.3.4 South Tower Facility – The location of the South Tower Facility is 2900 Crystal Drive, Arlington VA 22202. It is estimated that in December of 2008, the South Tower Facility will relocate to 2900 Randolph Drive, Arlington, VA.

The aforementioned locations are subject to change during the life of the resulting contract.

#### **C.4 Background**

The mission of the United States Patent and Trademark Office (USPTO) is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public and by encouraging a domestic and international climate in which intellectual property can flourish.

Consistent with the President's Management Agenda, the USPTO is committed to improving transparency in its operations so as to enhance quality and public confidence. This means reporting more, better and more meaningful information about workloads and performance. It also means the information shall present a real basis for measuring improvements. The USPTO estimates that by the year 2012 over 692,000 patent applications (up from 445,613 in 2006) and more than 517,000 trademark applications (up from 354,775 in 2006) will be submitted annually. An estimated 1,200 additional Patent examiners are to be hired each year for the next five years in an attempt to reduce patent pendency, which will substantially increase system and network workloads. To support this significant increase in workloads, the USPTO is aggressively pursuing the design, development of new automated information systems and the refinement of existing information systems that will provide automated support to the patent and trademark application processing and examination functions, and dissemination of patent and trademark information to the public through the year 2012 and beyond. If the USPTO is to be ready to meet the challenges brought on by the aforementioned increases in application filings, it must meet tight deadlines for its system design and development activities, which underscores the importance of prescribing sound foundational designs.

The USPTO is supported by an information technology (IT) infrastructure of hardware, system software, and network communications that have been deployed in support of the mission of the USPTO. The IT infrastructure provides access to application systems and office automation tools used in the performance of the work processes. The USPTO's highest level of management has placed an extremely high priority on providing consistent, available, and reliable network and data processing services. Also inherent in this process is providing for the expansion of services and capabilities. During the FY2006 to FY2012 time frame, significant growth in filings and hiring is expected to occur. Projects are in development for:

1. Initiating a search exploration project to redesign the patent search systems by exploring commercial and public search capabilities and identifying user requirements.
2. Enhancing search quality by improving examiners' ability to retrieve the most relevant prior art in the examination process.
3. Modernizing the electronic data processing infrastructure to include a robust text-based electronic patent application file management system.
4. Implementing electronic workflow environment to manage correspondence from pre-examination through post-examination, to provide more automated communications with internal and external customers, to permit real-time monitoring of applications and to implement tighter integration between all supporting automation information.
5. Expanding/enhancing electronic filing.

All of these projects shall require expansion and/or alteration of the infrastructure. Further, rapid delivery of automated systems requires upgrading USPTO's development infrastructure, software processes, and methodology.

Notable operational enhancement activities include:

1. Enhancing technology capabilities of automated information systems and infrastructure to provide external access to the USPTO automated information systems in a secure controlled manner.
2. Integrating automated information systems to support the electronic workflow of a post-grant document review process.
3. Continuing an information technology security program for fully certifying and accrediting the security of every automated information system.
4. Developing an EA program and standards based on industry best practices, compliant with the Federal Enterprise Architecture (FEA).
5. Enhancing and simplifying the technology infrastructure to support business operations in an electronic government environment.
6. Using the USPTO System Development Life Cycle practices for improved performance.

**C.5 Description, Current Environment, and Requirements (CLINs 0001A and 0002A and if option(s) is/are exercised CLINs 0001B – 0001E and CLINs 0002B – 0002E)**

The Contractor shall provide solutions that meet or exceed the current environment, requirements and performance standards described in the sections below in performing Contract Line Item Numbers (CLINs) 0001A and, if option(s) is/are exercised, items 0001B through 0001E.

Attachment "1" to this RFP contains the labor categories and labor category descriptions that will be used in the performance of this contract. It is the USPTO's desire that the Offeror awarded a contract as a result of this solicitation perform the majority of the work under the contract as opposed to relying heavily on potential teaming members/subcontractors for performance. Offerors' attention is also directed to Clause **52.219-14 LIMITATIONS ON SUBCONTRACTING** (DEC 1996), which states that under a contract for non-construction services, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

This SOW is organized in the following manner: the Universal Contractual Requirements (§C.5.1) are general requirements which apply to all IT support services required under this contract including, but not limited to:

- A) Desktop Support (§C.5.2)
- B) Network and Security Operations & Maintenance (§C.5.3)
- C) Network Cabling (§C.5.4)
- D) Technical Writing / Document Development (§C.5.5)
- E) Warehouse Operations (§C.5.6)
- F) Inventory Maintenance Support (§C.5.7)
- G) Integrated Enterprise Baseline Support (IEBS) Support (§C.5.8)
- H) SIRA Deliverables Support (§C.5.9)
- I) WebTA Support (§C.5.10)
- J) Future Requirements (§C.5.11)

The Universal Contractual Requirements also contain performance measures which the USPTO expects the Contractor to meet or exceed unless specified otherwise in the individual IT support areas. In addition to the Universal Contractual Requirements, the SOW describes in detail discrete IT support areas covered by this contract. All IT support areas are introduced by a general description, followed by a current environment, which is a detailed description of the environment and performance measures which presently exist here at USPTO. Lastly, there is a

requirements section which provides specific requirements applicable to the IT support services area. In addition to the Universal Contractual Requirements, the Contractor shall provide solutions that meet or exceed the current environments of the discrete IT support areas, the specific requirements and performance measures described therein.

## **C.5.1 Universal Contractual Requirements**

### **C.5.1.1 Universal Contractual Requirements – Description**

C.5.1.1.1 This section describes requirements which apply to all areas of IT support services.

### **C.5.1.2 Universal Contractual Requirements – Current Environment**

C.5.1.2.1 The Contractor ensures that all users are notified, as appropriate, of the release of system changes at least five (5) and also one (1) business day prior to installation.

C.5.1.2.2 Currently the Contractor responds to ninety-five percent (95%) of problems within two (2) hours of receipt of problem ticket. A response is defined as speaking to the customer, leaving a voice mail message for the customer, sending an email message to the customer or leaving a work service form at the customer's site. Currently, the Contractor resolves or circumvents ninety-five percent (95%) of problems within four (4) hours of receipt of problem ticket. These commitments apply to all problems assigned to the Contractor, unless otherwise stipulated in a Service Commitment, Task Order (TO), or Service Level Agreement (SLA).

C.5.1.2.3 If the Contractor performs a site visit and the customer is available prior to leaving the site, the Contractor confirms with the customer its satisfaction with the work performed. This confirmation is captured by the act of the customer signing and dating the work service form. Regardless, if the customer is available during a site visit or not, the Contractor always leaves a work service form with the customer. This work service form is accurate, legible and includes at a minimum the following information:

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

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

C.5.1.2.4 Currently the Contractor logs approximately 155,000 change, service and problem records per year.

C.5.1.2.5 The Contractor maintains a minimum 95% customer satisfaction rating at all times. This translates to the Contractor receiving no more than 5% "re-opened" and "unsatisfactory" ratings. Ratings will be measured through the Customer Quality Check process. The rating levels given during the quality checks are: outstanding, very good, satisfactory, unsatisfactory and re-open.

### **C.5.1.3 Universal Contractual Requirements – Requirements**

C.5.1.3.1 The USPTO requires the Contractor to work cooperatively with USPTO's Help Desk and Facilities Management Support Contractors.

C.5.1.3.2 The Contractor shall provide resources with expertise in the latest technologies employed by the USPTO, shall furnish all necessary personnel, material, equipment, services and facilities (except as otherwise provided) necessary to perform all of the requirements in the statement of work. The contractor shall be responsible for providing its own supplies, tools, and equipment necessary for normal business operations in the performance of the section C requirements. Therefore, these items will not be funded as Other Direct Costs under individual task orders. However, USPTO specific tools and equipment necessary to fulfill the requirements under Section C will either be provided as Government Furnished Equipment or will be purchased as an Other Direct Cost under individual task orders.

C.5.1.3.3 The Contractor shall provide technical assistance in developing, maintaining, and storing of all Task Manager Directives, Service Commitments, Service Level Agreements (SLA), Operational Support Plans (OSP), Standard Operating Procedures (SOP) and Technical Notes established by the USPTO.

C.5.1.3.4 The Contractor shall abide by all Task Manager Directives, Service Level Agreements (SLA), Operational Support Plans (OSP), Standard Operating Procedures (SOP) and Technical Notes established by the USPTO. At a minimum, the Contractor shall respond to ninety-five percent (95%) of problems within two (2) hours of receipt of problem ticket. A response is defined as speaking to the customer, leaving a voice mail message for the customer, sending an email message to the customer or leaving a work service form at the customer's site. In addition, the Contractor shall resolve or circumvent ninety-five percent (95%) of problems within four (4) hours of receipt of problem ticket. These commitments apply to all problems assigned to the Contractor, unless otherwise stipulated in a Task Order (TO), or Service Level Agreement (SLA).

C.5.1.3.5 The Contractor shall not make any changes, modifications, alterations, or enhancements to the USPTO's infrastructure, hardware, or software without detailed change records being approved by the USPTO.

C.5.1.3.6 The Contractor shall create a service request record in a USPTO provided tracking system (currently Remedy) for all calls received from customers or problems identified by the Contractor. The Contractor shall assign the call, as appropriate, for resolution and/or action. The Contractor shall thoroughly document all work performed in the appropriate problem/change record after each new status or within 15 minutes of performing the work, whichever comes first.

C.5.1.3.7 The USPTO requires service on all Federal holidays except Thanksgiving, Christmas, and New Year's Day, except as noted in section C.5.3.2.3, Network and Security Operations and Management – Current Environment.

C.5.1.3.8 The Contractor shall use the mobile scanning units (currently Dolphin), provided by the USPTO, to record all changes for asset management purposes and to document all field service work performed.

C.5.1.3.9 Any equipment, peripheral or component moved, delivered, or installed by the Contractor shall be fully functional and at a performance level equivalent to equipment removed for repair. Replacement equipment shall have supported software loaded, configured, and all peripherals attached. If the customer has data files, documents, or other files on the defective desktop hardware or during a scheduled replacement, the Contractor shall ensure that such files (when not damaged) are transferred to the replacement computer.

C.5.1.3.10 The Contractor shall participate in technical evaluations of proposed new hardware, software, and networking technologies at the USPTO, as required. The Contractor shall work with the USPTO to certify the serviceability and maintainability of technologies introduced.

C.5.1.3.11 The Contractor shall perform a Root Cause Analysis (RCA) for problems that it resolves when requested.

C.5.1.3.12 The Contractor shall be responsible for the receipt and tracking of all hardware shipped to the Contractor's facility on behalf of the USPTO. The Contractor shall use the USPTO inventory tracking system, currently Remedy.

C.5.1.3.13 The Contractor shall be responsible for requests to lockdown USPTO hardware. Any equipment, peripheral or component moved, delivered or installed into service by the Contractor shall be locked down as required.

C.5.1.3.14 The Contractor shall review daily asset management activity reports (deployments, excess, moves, etc.) to ensure the proper use of the inventory system. Any discrepancies found must be corrected within three (3) business days.

C.5.1.3.15 The Contractor shall provide support to the warehouses in both Franconia and Newington (please see C.3 Locations for further information). This on-location support shall include all of the Personal Computers and peripherals (connected to PTOnet and to the Federal Records Center via router). Support shall be for the hardware, software and PTOnet.

C.5.1.3.16 The Contractor shall provide support including PTOnet support, Monday through Friday, from 7:00 a.m. to 4:00 p.m., for the PDC Contractor location in Falls Church, VA (please see C.3 Locations for further information). The Contractor shall provide remote support to the PDC Contractor locations in Pennsylvania, which includes all of the Personal Computers and peripherals. Contractor shall provide support Monday through Friday, from 7:30 a.m. to 11:30 p.m., Saturday and Sunday from 7:30 a.m. to 5:00 p.m. Contractor shall notify Search and Information Resources (SIRA) of any system / system-wide problems.

C.5.1.3.17 The USPTO requires that all Electronic Information Technology (EIT), as that term is defined at FAR §2.101, delivered under the contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR part 1194. The applicable standards are available at <http://www.section508.gov>.

## **C.5.2 Desktop Support**

### **C.5.2.1 Desktop Support – Description**

C.5.2.1.1 Supports the USPTO desktop lifecycle from installation and configuration, move and deployment, maintenance, repair, upgrade, and surplus. The term desktop includes but is not limited to:

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

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

C.5.2.1.2 Supports all hardware and software used for training purposes by the Global Intellectual Property Academy (GIPA), including any new technology that may be deployed.

C.5.2.1.3 Supports hardware and software within the Emerging Technology Center (ETC) Lab, the CIO Conference room, the Edison Room and other designated areas. Provides technical support for the IT Facility West and development lab as an IT dispatcher.

### **C.5.2.2 Desktop Support – Current Environment**

C.5.2.2.1 Whenever working on equipment, the current Contractor uses a grounding strap to protect the equipment from Electrostatic Discharge (ESD) damage. The grounding strap should conform to the American National Standards Institute (ANSI) standards in regard to EOS/ESD Grounding.

C.5.2.2.2 The current Contractor provides its "best effort" support to non-USPTO approved laptop CPUs/docking stations. For hardware related problems, the laptop/docking station may be sent out to a third-party vendor for repair; if laptop operating system and/or drivers requested by customer are not available or not compatible, then the Contractor shall provide an alternative recommendation to customer.

C.5.2.2.3 During installations the current Contractor removes the old PC from the customer location and retains customer's old PC for five (5) business days.

C.5.2.2.4 The current Contractor is able to perform thirty-five (35) PC installations per day, Monday through Friday.

C.5.2.2.5 The current Contractor commits a four (4) hour timeslot with the customer to complete an installation.

C.5.2.2.6 The current Contractor performs twenty-two (22) data backup and user configurations of PCs and baselines the twenty-two (22) PCs by COB the day prior to installation day. Baseline of PCs consists of installing "image" files and optional applications installed via the USPTO software distribution servers or local software media.

C.5.2.2.7 The current Contractor resolves and circumvents group printer paper, paper jam and toner problems within one (1) hour of being notified of a problem. Notification is generally issued as a problem ticket or by an automated printer monitoring system.

C.5.2.2.8 The current Contractor maintains desktop hardware spare equipment including the most current desktop and laptop CPU's at inventory levels that ensure problems may be circumvented/resolved within four (4) hours.

C.5.2.2.9 The current Contractor performs daily checks of individual group printers. These checks must be at least two (2) hours apart. The morning check shall take place at or before 7:30 a.m. and the afternoon check shall take place no later than 6:30 p.m.. On weekends and holidays, the Contractor checks each printer between the hours of 8 a.m. and 2 p.m. A check consists of:

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

C.5.2.2.10 Currently, the support for hardware storage areas consists of the following:

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

C.5.2.2.11 The current Contractor completes requests to move/surplus ten (10) or fewer desktop hardware units within one (1) day of receipt of request. Exceptions may be made if customer requests a later, specific move/surplus date.

C.5.2.2.12 The current Contractor completes requests to move/surplus more than ten (10) desktop hardware units within five (5) days of receipt of the request.

C.5.2.2.13 The current Contractor schedules a four (4) hour timeslot with the customer of a move/surplus. This is to inform the customer as to the window of time when they should expect the Contractor to begin and complete the move/surplus.

C.5.2.2.14 The current Contractor provides support to the Global Intellectual Property Academy (GIPA), including the following functions:

- a. Ensures that all equipment related to the operation is setup and working properly.
- b. Performs necessary steps to prepare for all audio/video, Portable Brahler Interpretation equipment, and video teleconferencing sessions including the move of equipment to different rooms within the GIPA, the PTO campus, or the local area (within 25 miles).
- c. Advises PTO staff or others as appropriate, of any technical problems with the audio/video systems and is present during any maintenance or repairs on the system
- d. Assists presenters in learning the basic operation of the audio/video system and troubleshoots session/presentation problems.
- e. Works with other technical or support personnel on an as needed basis to assist other organizations in utilizing the GIPA training rooms.
- f. Ensures that any A/V, interpretation and other equipment needed for use in any room is set up and functioning properly no later than 30 minutes prior to the start of the session.
- g. Assists the GIPA Property Custodian (PC) in the performance of all PC duties.
- h. Assesses the supply situation for all supplies and expendables to ensure that all equipment has what's needed to function properly and forwards the request to the appropriate GIPA staff.
- i. The Contractor shall serve as the primary point-of-contact with the Help Desk for all computer hardware, software and network problems
- j. Ensures that all necessary network drops are activated and connecting to the wireless LAN before any sessions begin.
- k. Supports Office 2003 software and the Windows XP and related operating systems and new software deployed within GIPA.
- l. Maintains the GIPA ID and passwords including Internet, Windows and PTOnet.

C.5.2.2.15 The current Contractor provides support to the Emerging Technologies Center (ETC) Lab, including the following functions:

- a. Responds to a problem ticket within 30 minutes of being assigned by the Emerging Technologies Branch Chief or his designated alternate in his absence.
- b. Resolution / Circumvention for problem records in 2 hours for tickets that are deemed to be priority 1 by the Emerging Technologies Branch Chief. Other lower priority tickets will be put in Pending status until the staff satisfy all other priority 1 tickets. Resolution of Service and Change records will be negotiable, as agreed upon by the Emerging Technologies Branch Chief or his designated alternate in his absence.
- c. Performs Base lining a workstation or removable drive without data transfer or application load within 1 to 2 hours for a single workstation/drive and as scheduled in a service ticket/change record for multiple workstations or in cases where data transfer or application load is required.
- d. Is knowledgeable and able to trouble shoot technical areas such as, but not limited to:
  - 1. SCSI
  - 2. IDE
  - 3. Processors, single or dual or multiple processors technologies.
  - 4. Operating Systems (OS) and issues pertaining to the OS. As well as Microsoft supplied support software for their OS such as MDAC.
  - 5. Network cards and the many configurations that can be used.
  - 6. USB technology and how it is used in the PC.
  - 7. IP issues for the workstation such as static versus DHCP assignment.
  - 8. PCI technology and the PCI Bus
- e. Physically moves and relocate workstations with the assigned areas.
- f. Completes information technology facilities management and asset management paperwork.
- g. Is able to use an inventory scanner and scan the devices.
- h. Is able to use an inventory scanner and scan the devices.
- i. Supports KVM switches that allow 8 or more CPU units connected to one switch, monitor, keyboard and mouse.
- j. Supports dual or triple boot systems, configurations and setups.
- k. Supports removable hard drive technologies both IDE and SCSI.
- l. Has knowledge of Apple computers and laptop technologies such as what is supported in the Patent & Trademark work at home hardware.
- m. Is prepared to work on workstations connected to AV systems and smart class setups.

C.5.2.2.16 The current Contractor's ETC utilizes experience and knowledge with Windows, Unix and Sun server technology; networks; switches; workstations, CAT5, CAT6 and fiber optic network cabling and general troubleshooting skills.

### C.5.2.3 Desktop Support – Requirements

C.5.2.3.1 The Contractor shall provide support according to the following schedule:

- a. Desktop Field Support: From 5:30 a.m. to 12:00 a.m. (midnight), Monday through Friday, and from 5:30 a.m. to 10:00 p.m., Saturday, Sunday and holidays. See **Attachment 2** for a representative list of desktop hardware to be supported.
- b. Desktop Deployment and Moves: From 8:00 a.m. to 6:00 p.m. EST, Monday through Friday (excluding Federal Holidays). See sections C.5.12 and C.5.13 for a description of work required under CLINS 0004A and 0005A and if option(s) is/are exercised CLINS 0004B – 0004E and 0005B – 0005E.

**C.5.2.3.2 The Contractor shall be responsible for monitoring, troubleshooting, and resolving all operational, hardware, and software problems associated with Group Printers, NT Group Printer Servers and walk-up workstations. The Contractor shall assist with new installation of Group Printers. The Contractor shall add paper, add toner, and clear paper jams for group printers as required to maintain the availability of the printers. The Contractor shall obtain paper and toner from central repositories currently provided by the USPTO.**

C.5.2.3.3 The Contractor shall be responsible for NT Group Printer System Administration functions.

C.5.2.3.4 The Contractor shall support all hardware storage areas Monday through Friday, from 8:00 a.m. to 5:00 p.m.

C.5.2.3.5 The Contractor shall provide support to the Global Intellectual Property Academy (GIPA) during the core hours of 7:00 a.m. to 5:00 p.m., Monday through Friday (excluding Christmas Day, New Year's Day and Thanksgiving). There may be times when the Contractor shall be required to come in prior to 7:00 am or stay after 5:00 p.m. to set up and to assist with projects.

C.5.2.3.6 The Contractor shall ensure that all GIPA equipment related to the operation is set up and working properly. This equipment is comprised of all devices that are utilized as part of any audio/video teleconferencing sessions including presentations, conferences and training sessions. The Contractor shall ensure that the computers and other equipment in the rooms are working properly before sessions begin.

C.5.2.3.7 The Contractor shall provide support to the Emerging Technologies Center (ETC) Lab from 7:00 a.m. to 5:00 p.m., Monday through Friday. There may be times where after hours support is required, including weekends.

C.5.2.3.8 The Contractor ETC support staff must be able to communicate well with others as they interact with many government and Contractor staff, have good trouble shooting skills, expert knowledge of PC architecture, some network experience and knowledge of Microsoft Operating Systems.

C.5.2.3.9 The Contractor ETC IT Dispatcher will be responsible for interacting with many government and Contractor staff. This individual must be able to communicate well, have a good technical background to understand what is being said about a problem or issue.

### **C.5.3 Network and Security Operations and Management**

#### **C.5.3.1 Network and Security Operations and Management – Description**

C.5.3.1.1 PTONet currently provides connectivity to over twenty thousand (20,000) nodes, spread across several buildings in Carlyle Campus of Alexandria, VA. as well as provides several wide-area network (WAN) links, or external connections, supporting the following activities:

- a. Internet connectivity;
- b. Contractors supporting USPTO;
- c. Connectivity to commercial automated information systems (AISs);
- d. PTONet services to employees working at home or on travel;
- e. PTONet services to Patent and Trademark Dissemination Libraries (PTDLs)
- f. Connectivity to foreign Patent offices (EPO/JPO).g. VPN telework connections.
- g. Connections to Patent Offices of Foreign Governments

C.5.3.1.2 Network and Security Operations is responsible for the operation and maintenance of USPTO's:

- a. LAN and WAN infrastructure.
- b. Network and Security Operations management application servers.
- c. USPTO security infrastructure.
- d. Fiber optic and copper cable plant.

### **C.5.3.2 Network and Security Operations and Management - Current Environment**

C.5.3.2.1 The USPTO Enterprise Operations Center (EOC) has combined the functions of a Network Operations Center, network services and a Security Operations Center (SOC) with the intent that it be the focus for monitoring the status, predicting outages or degradations and coordinating the restoration of the information enterprise, as well as directing the maintenance of the network and security infrastructure. The EOC will maintain and communicate the 'Big Picture' of the information enterprise and take proactive measures to maintain the availability of the enterprise. The EOC currently provides a real-time view into the network infrastructure of USPTO from a logging perspective only. It has the ability to monitor network activity and react accordingly to alerts or anonymous notifications. Consequently, this environment allows for individuals to only respond to situations, which is more reactionary than proactive as an EOC should be. The USPTO currently utilizes HP-Openview Network Node Manager operating on HP-UX and Windows NT operating system to perform network management. HP-Openview is based upon Simple Network Management Protocol (SNMP) and Remote Monitor (RMON) protocols. The Contractor provides monitoring and reporting for all network devices managed by the Enterprise Management System (EMS). EMS consists of HP-Openview and NetIQ products. The Contractor ensures maps on the EMS are accurate and up to date and is responsible for the accurate and sole source of network infrastructure diagrams. In addition, the Contractor will support the OS on these servers, which include Windows Server, UNIX, AIX and Sun.

C.5.3.2.2 The current Contractor works with other USPTO offices to identify events that should be monitored and modifies EMS maps as necessary to successfully monitor events on the AISs. The Contractor responds to events and outages on those systems, contacts designated individuals responsible for supporting those systems, escalates as necessary, and reports on the progress of restoration. Procedures for such actions are outlined in the AIS's OSP.

C.5.3.2.3 Day-to-day operation, maintenance and system administration of the USPTO network infrastructure devices includes but is not limited to hardware and software on routers, hubs, switches, encryption devices, and security devices. These services are performed twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Contractor gathers network performance and statistical data for problem analysis. The Contractor troubleshoots network problems by responding to trouble calls, performing fault isolation, and restoring service.

C.5.3.2.4 The current Contractor responds within ten (10) minutes of a failure or notification by either the Help Desk or NOC and resolves ninety-five percent (95%) of all network infrastructure problems within one (1) hour of the failure.

### **C.5.3.3 Network and Security Operations and Management – Requirements**

C.5.3.3.1 The Contractor shall provide, on-site, twenty-four (24) hours per day, seven (7) days per week enterprise , network and security monitoring, analysis and reporting, shall find and accurately record all network and security infrastructure problems within ten (10) minutes of a failure and shall resolve ninety-five percent (95%) of all network and security infrastructure problems within one (1) hour of the failure. The Contractor must respond to all security incidents within one (1) hours of identification or notification.

- C.5.3.3.2 The Contractor shall operate, maintain and upgrade, as authorized by the USPTO, all tools used to monitor, manage and maintain the enterprise, network and security infrastructure.
- C.5.3.3.3 The Contractor shall provide technical assistance and coordination actions in the area of enterprise management of the USPTO AISs. The Contractor shall identify events and nodes that should be monitored and modify EMS maps/diagrams and other tools as necessary to successfully monitor and manage the events and nodes as directed by USPTO.
- C.5.3.3.4 The Contractor shall perform periodic (hourly, per shift, daily) functional and performance testing of existing production network components, paths, networks, sub-networks, systems and software as required. Verification of all tests shall be recorded in an operations log and archived electronically.
- C.5.3.3.5 The Contractor shall provide on-site network infrastructure support troubleshooting network problems by responding to trouble calls, performing fault isolation and restoring service as directed from the EOC. These services shall be performed twenty-four (24) hours a day, seven (7) days a week, on-site twenty-four (24) hours per day from 0530 Monday through 0530 Saturday, and on-call support at all other times.
- C.5.3.3.6 The Contractor shall provide day-to-day operation, maintenance, and system administration of the USPTO network and security infrastructure devices.
- C.5.3.3.7 The Contractor shall perform capacity management, security management, configuration management, and performance management on network and security infrastructure devices.
- C.5.3.3.8 The Contractor shall be responsible for upgrading network and security infrastructure hardware/software/firmware as directed by vendors upon completion of testing in non-production environments and by appropriate and industry standard change processes using the Information Technology Infrastructure Library (ITIL) framework. The Contractor shall produce an Installation Plan for all upgrades. The Contractor shall install upgrades approved by the USPTO
- C.5.3.3.9 The Contractor shall assist with the design and implementation of and ITIL based process to transfer projects from engineering to production that will be followed 100%. The Contractor shall support the USPTO Network Engineering as required during the implementation phase of major network engineering tasks.
- C.5.3.3.10 The Contractor shall operate, maintain, and upgrade HP Node Manager, HP ITO, Netlq, BMC (Patrol) and network device managing software (i.e. Cisco works, Nortel Optivity) or their functional replacements associated with the USPTO's EMS.
- C.5.3.3.11 The Contractor shall perform regularly scheduled preventive maintenance (PM) activities on USPTO network and security devices. This includes keeping current with all patches and technical bulletins per device vendor.
- C.5.3.3.12 The Contractor shall assist in the development and use the approved production Problem/Change Management system to track all problems and changes. Work will be documented in problem and/or change records and appropriate OCIO approval will be acquired for all changes made. The Contractor will assist the USPTO in developing a process that is ITIL based and determine the appropriate the approval processes necessary to ensure the technical entities involved have reviewed and assured the changes are implemented with the appropriate engineering and operations approval.
- C.5.3.3.13 The Contractor shall collect data and analyze data collected by the USPTO's Security tools. Tools include, IDS/IPS, Firewall, SIM, scanning software etc.

The Contractor shall provide daily analysis reports to the USPTO Task Manager and have them available for display in the EOC.

C.5.3.3.14 The Contractor shall provide technical assistance in the area of security management of the USPTO AIS's. The Contractor shall identify events and nodes that should be monitored and modify security tools as necessary to successfully monitor and analyze the events and nodes.

C.5.3.3.15 The Contractor shall perform periodic vulnerability and security scans of existing production network components, paths, networks, sub-networks, systems and software as required. Verification of all tests shall be recorded in an operations log and archived electronically.

C.5.3.3.16 Specific Firewall Infrastructure Operations and Maintenance, the Contractor will support the maintenance and administration of USPTO Enterprise Firewalls, departmental (PTONet) firewalls, IT Facility West (lab) firewalls, and USPTO Enterprise Remote Access/Teleworker firewalls.

C.5.3.3.17 Computer Incident Response Team (CIRT) and Forensics Support, the Contractor will support all USPTO CIRT functions and using EOC staff and provide onsite supplemental staff required to operate the USPTO CIRT Forensic office. The Contractor will be responsible for reporting all US-CIRT incidents and ensuring the USPTO management is informed of these reports and that the reports are within timelines mandated by the US-CIRT reporting instruction.

C.5.3.3.18 Intrusion Detection/Prevention Systems (IDS/IPS) Maintenance and Administration Support, the Contractor will provide USPTO IDS/IPS maintenance and administrative support to ensure that the existing IDS/IPS system is maintained and tuned to an optimum operational state.

C.5.3.3.19 Centralized Audit Logging Solution Administration and Maintenance Support, the Contractor will support USPTO efforts to maintain the existing centralized audit logging solution (CALs) capability that logs significant events for system operating systems (OSs) and databases.

C.5.3.3.20 Internet Content Management System Maintenance and Administrative Support, the Contractor will continue to work with USPTO to effectively configure and maintain USPTO's Web cache (Bluecoat) capability to manage Internet content.

C.5.3.3.21 The Contractor shall follow established Operating Procedures and update the procedures when necessary. The Contractor shall create new Operating Procedures as necessary or directed by the USPTO.

C.5.3.3.22 The Contractor should be prepared to incorporate an advanced SAN infrastructure into the monitoring and support requirement.

C.5.3.3.23 The Contractor will provide all operational functions for a RightFax infrastructure to include database maintenance and daily operational functionality.

C.5.3.3.24 The Contractor will provide operational support for PKI (both internal and external), TruePass, DCM, and SmartCard components installed in production.

C.5.3.3.25 The Contractor will take appropriate action to achieve the goal of 99.95 % Availability of PTONet. This is to be calculated by taking the total number of hours the network infrastructure is up during Production hours in a given month divided by the total number of Production hours in that month. Production hours are 5:30 a.m. to 12:00 a.m. midnight (18.5 hours per day) including weekends and holidays (a 30-day month total 555 hours of production time). Outages on any network device during production hours would bring the total availability below 100%. These numbers are collected throughout the month from EMS alerts and CPN reports.

## **C.5.4 Network Cabling**

### **C.5.4.1 Network Cabling – Description**

C.5.4.1.1 PTOnet currently provides connectivity to over twenty thousand (20,000) nodes, spread across ten (10) buildings in Carlyle Campus of Alexandria, VA. Network cabling will be responsible for maintaining and installing new network connections across the campus.

### **C.5.4.2 Network Cabling – Current Environment**

C.5.4.2.1 The current Contractor provides cable and infrastructure installation and maintenance for the network cable plant per the time frames outlined below:

- A. Installations of network drops (regular) - Within fifteen (5) days after receipt of request
- B. Installations of network drops (priority) - As negotiated with the customer and approved by the OCIO
- C. Activation of network drops (ten (10) or less) - Within one (1) day after receipt
- D. Activation of network drops (eleven (11) or more) - Within three (3) days after receipt of request
- E. Activation of network drops (priority) - As negotiated with the customer and approved by the OCIO
- F. Deactivation of existing network drops - Within two (2) days after receipt of request

C.5.4.2.2 The current Contractor arrives on-site to resolve all fiber optic cable outages within two (2) hours of notification of the problem and resolves ninety-five percent (95%) of all fiber optic cable problems within four (4) hours.

C.5.4.2.3 The current Contractor arrives on-site to resolve all user network cable outages within two (2) hours of notification of the problem and resolves ninety-five percent (95%) of all user network cable outages within four (4) hours.

### **C.5.4.3 Network Cabling – Requirements**

C.5.4.3.1 The Contractor shall provide on-site network cabling support Monday through Friday, from 6:30 a.m. to 5:00 p.m. When on-site support is required outside of these hours, the Contractor shall follow established escalation procedures to arrive at the designated location within sixty (60) minutes of notification by the NOC.

C.5.4.3.2 The Contractor shall provide day-to-day operation, maintenance of the USPTO's fiber optic and copper cable plant. The Contractor shall respond to and fix USPTO net cabling problems. These services shall be performed twenty-four (24) hours a day, seven (7) days a week, excluding Holidays observed by the USPTO.

C.5.4.3.3 The Contractor shall troubleshoot cabling problems by responding to trouble calls, performing fault isolation and restoring service.

C.5.4.3.4 The Contractor shall perform configuration management, capacity management, and cable and infrastructure installation.

C.5.4.3.5 The Contractor shall install, and test network cabling in accordance with policies and procedures as set by the USPTO.

C.5.4.3.6 The Contractor shall provide all hand tools, ladders, cable caddies, and any other equipment necessary to support the PTOnet cable plants installations. This will

include tools for terminating CAT.6 copper cable, Fiber optic cable, coax cable, and any other cable types USPTO might use now and in the future. Further, the Contractor shall also provide any and all test equipment needed to test all the above cable types as well as any other cable types installed in the future. It will be the responsibility of the Contractor to keep their tools and equipment in good working condition. The Contractor shall perform any and all annual maintenances needed to ensure their equipment is operating at current industry standards. This is to include annual calibrations and timely repairs. It shall be the responsibility of the Contractor to have replacement or loaner equipment on site during any repair period at no extra cost to the government.

## **C.5.5 Technical Writing/Document Development**

### **C.5.5.1 Technical Writing/Document Development – Description**

C.5.5.1.1 Responsible for developing, delivering and distributing informational end user documentation, Technical Notes, and technical writings for the Help Desk's Intranet web site.

### **C.5.5.2 Technical Writing/Document Development – Current Environment**

C.5.5.2.1 The current Contractor assists in the fulfillment and distribution of publications.

### **C.5.5.3 Technical Writing/Document Development – Requirements**

C.5.5.3.1 The Contractor shall prepare user and service guides pertaining to the use of COTS software and government developed software applications. The Contractor shall develop user guides using Adobe software products matching the publication specifications and technical standards established by the USPTO. For each user or service guide, the Contractor shall be responsible for delivering a camera-ready Adobe document in both electronic and hard copy formats within three weeks from initial assignment. The Contractor will be required to meet with the USPTO management, service providers, and end users, in determining scope, content, and procedural issues contained in each guide. The development of new guides, along with existing guides requiring revision, will be required at the approximate rate of two (2) or three (3) per month.

C.5.5.3.2 The Contractor shall assist in preparing CIO News, an information technology newsletter produced quarterly from the OCIO. The Contractor support includes the authoring of information technology and office automation articles; layout and design of each issue; printing and distribution of each issue. The Contractor will be required to meet with the USPTO management, service providers, and end users, in determining scope and content of each issue.

C.5.5.3.3 The Contractor shall assist in creating Technical Notes for use by OCIO staff personnel and OCIO Help Desk personnel. Each Technical Note must be developed in accordance with the OCIO Technical Notes Directives System, must be approved by Customer Information Services Division (CISD), and must be made available in both electronic and hard copy formats. The Contractor will be required to meet with the USPTO management, service providers, and end users, in determining procedural issues that are required for each Technical Note.

C.5.5.3.4 The Contractor shall provide a Technical Writer to support Help Desk documentation requirements. These requirements consist of Knowledge Pak documentation and written documentation for the Help Desk Web site.

## **C.5.6 Warehouse Operations**

**C.5.6.1 Warehouse Operations – Description**

C.5.6.1.1 The Warehouse Operations task supports a variety of different requirements. The Warehouse serves as the: single point of shipping and receiving for IT equipment (includes CPU, monitor, printer, etc); single point of process, for property management purposes and for all delivered IT equipment; point of process Return Merchandise Authorization (RMA) requests for defective equipment; and, the point of process for excess equipment. Also provided under the Warehouse Operations task is the delivery of equipment to the USPTO campus for installation and the removal of equipment from the USPTO campus for excessing.

**C.5.6.2 Warehouse Operations – Current Environment**

C.5.6.2.1 The current Contractor scans all new equipment delivered to the warehouse within two (2) working days from date of receipt, for example, if delivery occurs on Monday, all assets must be scanned by COB Wednesday.

C.5.6.2.2 The current Contractor is responsible for scanning all assets brought to the warehouse for immediate excess, within three (3) working days and within ninety-eight percent (98%) accuracy or the incorrect skids will be redone at no additional cost to the government.

C.5.6.2.3 The current Contractor sends the list of recently delivered hardware to the COTR within four (4) hours of receipt of the hardware at the warehouse.

C.5.6.2.4 The current Contractor conducts all warehouse activities in an ISO 9000 certified facility, which is approximately 9,000 square feet in size.

**C.5.6.3 Warehouse Operations – Requirements**

C.5.6.3.1 The Contractor shall provide support from 6:30 a.m. to 4:30 p.m., Monday through Friday.

C.5.6.3.2 The Contractor shall provide a facility located in Virginia adequate to house USPTO purchased IT equipment within a 5-mile radius of the USPTO Headquarters. The cost of the warehouse facility will be charged as an ODC under the relevant task order.

C.5.6.3.3 The Contractor shall be responsible for providing the transportation of IT equipment to and from its warehouse to the government locations described in section C.3. The cost of providing the transportation will also be charged as an ODC under the relevant task order.

C.5.6.3.4 The contractor's facility shall have a secure weather-protective loading dock. The dock shall be easily accessible from the street. The loading dock(s) must have the ability to accommodate a 30-foot long truck. If the dock is above grade, there shall be stairs leading from the dock down to the pavement below. Trash compactors or other trash containers shall not interfere with the loading dock area.

C.5.6.3.5 The contractor's warehouse facility should be protected/secured at all times. The contractor is responsible for any equipment delivered to and from the warehouse and shall be responsible for all costs as a result of any damaged or missing equipment at the warehouse.

**C.5.7 Inventory Maintenance Support**

C.5.7.1 The purpose of this requirement is to provide the USPTO with maintenance services for the inventory module within the EAMS. These services shall be in the form of data maintenance and inventory verification support. The activities in this

requirement include: Inventory Support, Quality Assurance, Financial Reconciliation, and Training and Documentation.

**C.5.7.2 Inventory Support includes:**

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

**C.5.7.3 Quality Assurance includes:**

- a. Physically observing and validating 10% of the assets on the custodian's current Property Custodian report and 10% of the assets found in the custodian's area to their current Property Custodian report.
- b. Property Custodian Quality Assurance package must be completed in the system and provided to the PTO within two (2) business days after completion of the verification.
- c. Performing weekly data quality fieldwork to ensure the validity of the asset data is at a minimum ninety-five percent (95%) accurate at all times. Special emphasis should be placed on the following:
  - (1) Assets with "Not Accessible" in the serial number field.
  - (2) Assets with "duplicate" serial numbers.
  - (3) Assets with "unusual" serial number configurations.

**C.5.7.4 Financial Reconciliation includes:**

- a. Performing financial reconciliation activities for all assigned financial documents. Such activities may require interaction with designated USPTO employees, Property Custodians, and/or Contractors.
- b. Assignments must be completed within five (5) business days from the assigned date.
- c. Providing a weekly status of all assignments.

**C.5.7.5 Training and Documentation includes:**

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

**C.5.8 Integrated Enterprise Baseline Support (IEBS) Support**

**C.5.8.1 Integrated Enterprise Baseline Support (IEBS) Support – Description**

C.5.8.1.1 Maintains a service to test and evaluate any hardware and/or enterprise COTS software that is to be deployed to the desktop either connected to PTOnet or free standing.

#### **C.5.8.2 Integrated Enterprise Baseline Support (IEBS) Support – Current Environment**

C.5.8.2.1 Currently, all documentation, software manuals, diagnostic routines, and any other aids (hereinafter-called documentation) necessary for the Contractor to perform this task is provided by the office requesting service, either USPTO or other Contractor.

C.5.8.2.2 The current Contractor provides the services as stated in the “Test & Evaluation Hardware Support – Requirements” section.

C.5.8.2.3 Currently, within three (3) business days of the service rendered, the customer reports continued or recurring problems or reports incomplete service, the current Contractor reopens the service and retains records of all follow-up calls, including the date, time, and results.

C.5.8.2.4 The current Contractor creates a service request record if necessary in a USPTO provided maintenance-tracking system for all calls received from customers via the USPTO Task Manager or problems identified by the Contractor. The current Contractor closes out all calls assigned to T&E HW in the USPTO’s tracking system upon problem resolution.

#### **C.5.8.3 Integrated Enterprise Baseline Support (IEBS) Support – Requirements**

C.5.8.3.1 The Contractor shall provide support daily on weekdays from 8:30 a.m. to 5:00 p.m.

C.5.8.3.2 The Contractor shall receive all assignments from the USPTO Task Manager or designee verbally, electronically via e-mail and/or the USPTO Tracking System(s). In opening, tracking and closing service calls, the Contractor shall adhere to policies and procedures as set by the USPTO.

C.5.8.3.3 The Contractor shall track all calls assigned to T&E HW and recorded in the USPTO's maintenance tracking systems and provide status of such calls as requested.

C.5.8.3.4 The Contractor shall be responsible for portable microcomputer evaluation including laptops, notebooks, tablets, and handhelds. This includes pre-purchase evaluation and software evaluation.

C.5.8.3.5 The Contractor shall participate in technical evaluations of proposed new COTS software at the cost center level as appropriate for new hardware. The Contractor shall work with the USPTO to certify the serviceability and maintainability of the desktop automation technologies introduced for use at the USPTO.

C.5.8.3.6 The Contractor shall provide optimal baseline configuration, documentation, and deployment strategy for all enterprise COTS desktop enhancements and changes. The Contractor shall ensure the currency of all operational documentation. The Contractor shall document and maintain a matrix of baseline Operating System (OS) settings and applications.

C.5.8.3.7 The Contractor shall support Microsoft OS and application updates by interfacing with other USPTO groups for input and approval and analyze patches to assess impact on USPTO baseline and desktop applications. The Contractor shall support other USPTO groups by providing detail relevant to testing of affected desktop applications.

C.5.8.3.8 The Contractor shall not make any changes, modifications, alterations, or enhancements to the USPTO's hardware or enterprise level COTS software without detailed change records being approved by the USPTO.

C.5.8.3.9 The Contractor shall perform configuration management services utilizing USPTO supplied software, currently Serena ChangeMan Dimensions, for all associated documentation as needed to support the configuration identification and management of the desktop hardware and for all enterprise COTS software packages selected for deployment by T&E HW including appropriate software patches and hot fixes.

C.5.8.3.10 The Contractor shall perform a Root Cause Analysis (RCA) for desktop or portable hardware and/or software problems when requested by the USPTO for services covered by T&E HW.

## **C.5.9 SIRA Deliverables Support**

### **C.5.9.1 SIRA Deliverables Support – Description**

C.5.9.1.1 The United States Patent and Trademark Office (USPTO), Patent Cost Center, Office of Patent Automation Support (OPAS), requires support to assist the staff of the OPAS with delivery support services for maintaining and distributing (delivering) PC consumable products to patent organizations supporting employees throughout the USPTO campus. Additionally, the objective of this requirement is to assist the OPAS within the Office of Search and Information Resources Administration (SIRA) and the Commissioner of Patents office by augmenting its current staff with a delivery support staff. SIRA provides product and services to the patent organizations that include the receipt, inventory, maintenance and distribution/delivery of consumable products.

### **C.5.9.2 SIRA Deliverables Support - Current Environment**

C.5.9.2.1 The Contractor is responsible for maintaining and distributing PC consumables for the Office of Patent Automation Search and Information Resources Administration (SIRA) to organizations supporting patent employees through the USPTO campus.

- a. Maintain and enhance the use of electronic information equipment by the receipt, maintenance of, inventory of, and distribution of IT consumables within the Patents Cost Center. IT consumables include, but are not limited to, toner cartridges, ribbons, and electronic storage media.
- b. All items are received, moved to the storage area, inventoried, and distributed to users.
- c. Supplies are distributed daily with the goal to deliver supplies within 4 hours of receipt of the request. Normal business working hours between 8:00 a.m. and 5:00 p.m. Monday through Friday.
- d. Recyclable items, such as empty toner cartridges, are collected and processed for recycling.

### **C.5.9.3 SIRA Deliverables Support – Requirements (CLINs 0006A and if option(s) is/are exercised CLINs 0006B – 0006E)**

C.5.9.3.1 The Contractor shall be responsible for maintaining and distributing IT consumables for the Office of Patent Automation Search and Information Resources Administration (SIRA) to organizations supporting patent employees throughout the USPTO campus. See Attachment “4” for historical data concerning this requirement. These PC consumables support electronic equipment used in the patent examining process. The Contractor will be required to:

- a. Maintain, receive, inventory and distribute IT consumables used in the Patent Business Areas. IT consumables include, but are not limited to, toner cartridges, ribbons, and electronic storage media.
- b. Receive IT consumables, move them to the storage area, inventory them and distributed to users as requested.
- c. Supplies are distributed daily with the goal to deliver supplies within 4 hours of receipt of the request. Normal business working hours are between 8:00 a.m. and 5:00 p.m. Monday through Friday.
- d. Collect recyclable items, such as empty toner cartridges, and process for recycling.

### **C.5.10 WebTA Support**

#### **C.5.10.1 WebTA Support – Description:**

C.5.10.1.1 WebTA is the web-based time and attendance program that the Department of Commerce purchased, modified and enhanced to replace the DOS Time & Attendance software program. It was developed to interface with USPTO's payroll/personnel service provider, the National Finance Center (NFC). The WebTA Call Center is under the direction of the Office of Human Resources (OHR) Workforce Employment Division (WED). This call center will serve as a single point of contact for the USPTO employees inquiring about the automated time and attendance system. OHR needs resources to support the volume of incoming calls from employees, timekeepers and supervisors who require assistance with using this new system.

#### **C.5.10.2 WebTA Support - Current Environment:**

C.5.10.2.1 The Contractor shall provide support from 7:00am to 5:00pm local time, Monday through Friday, except Federal Holidays. These hours are subject to change at the review of the USPTO.

C.5.10.2.2 The Contractor shall return voice mail messages left when a customer is unable to speak to a WebTA customer service representative within one hour of the call.

C.5.10.2.3 The Contractor shall be able to respond to calls with accurate information with at least a 98% accuracy rate.

C.5.10.2.4 The Contractor shall:

- a. Answer all incoming calls directly placed to the WebTA call center;
- b. Properly respond to incoming telephone calls, and/or emails from USPTO employees, supervisors and timekeepers related to time and attendance;
- c. Troubleshoot difficulties experienced by users, e.g., password, log-in production site;
- d. Explain help features within the system and assist timekeepers in establishing new accounts, correcting timecards and preparing leave audits;
- e. Assist employees with entering hours of work in WebTA to clear any reported errors during the validation process;
- f. Assist supervisors in reviewing employee's timecards prior to final certification;
- g. Refer users to policy on leave and work schedules located on OHR Intranet website;
- h. Help users navigate within the WebTA system to complete T&A process;

- i. Perform, on a continuing basis, follow-ups on all open service inquiries received from employee, supervisors and timekeepers

C.5.10.2.5 The Contractor shall assist and support the Time and Attendance program on all matters related to the WebTA functions to include the following:

- a. WebTA Transmissions to National Finance Center (NFC)
- b. Conducting leave audits and providing notification to employees
- c. Reviewing payroll listings and sending notification to timekeepers on employees leave adjustments
- d. Updating The National Finance Center (NFC) data base with proper leave balances from leave audits
- e. Researching leave data information, service computation dates and entry of duty dates in the NFC database
- f. Establishing new employees profiles in WEBTA.

### **C.5.10.3 WEBTA requirements:**

C.5.10.3.1 The Contractor shall provide support from 7:00am to 5:00pm local time, Monday through Friday, except Federal Holidays. These hours are subject to change at the review of the USPTO.

C.5.10.3.2 The Contractor shall return voice mail messages left when a customer is unable to speak to a WebTA customer service representative within one hour of the call.

C.5.10.3.3 The Contractor shall be able to respond to calls with accurate information with at least a 98% accuracy rate.

C.5.10.3.4 The Contractor shall:

- j. Answer all incoming calls directly placed to the WebTA call center;
- k. Properly respond to incoming telephone calls, and/or emails from USPTO employees, supervisors and timekeepers related to time and attendance;
- l. Troubleshoot difficulties experienced by users, e.g., password, log-in production site;
- m. Explain help features within the system and assist timekeepers in establishing new accounts, correcting timecards and preparing leave audits;
- n. Assist employees with entering hours of work in WebTA to clear any reported errors during the validation process;
- o. Assist supervisors in reviewing employee's timecards prior to final certification;
- p. Refer users to policy on leave and work schedules located on OHR Intranet website;
- q. Help users navigate within the WebTA system to complete T&A process;
- r. Perform, on a continuing basis, follow-ups on all open service inquiries received from employee, supervisors and timekeepers

C.5.10.3.5 The Contractor shall assist and support the Time and Attendance program on all matters related to the WebTA functions to include the following:

- a. WebTA Transmissions to National Finance Center (NFC)
- b. Conducting leave audits and providing notification to employees
- c. Reviewing payroll listings and sending notification to timekeepers on employees leave adjustments
- d. Updating The National Finance Center (NFC) data base with proper leave balances from leave audits
- e. Researching leave data information, service computation dates and entry of duty dates in the NFC database

- f. Establishing new employees profiles in WEBTA.

**C.5.11 Certification and Accreditation (Item 0003A)**

C.5.11.1 The Contractor shall comply with the certification and accreditation requirements, which includes continuous monitoring, found in the following clauses: (1) H.26 CAR 1352.239-73 Security Requirements for Information Technology Resources (October 2003) (modified) (PTO-05C); (2) H.27 CAR 1352.239-74 Security Processing Requirements for Contactor/Subcontractor Personnel for Accessing USPTO Automated Information Systems (October 2003) and (3) H.28 CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts).

**C.5.12 Desktop Moves (Item 0004A and if option(s) is/are exercised items 0004B through 0004E)** – The following activities are examples of representative steps involved in a routine move of a complete set of desktop equipment (a single move consists of one printer, one CPU and one or two monitors):

1. Customer Request
2. Ticket Creation
  - a. Obtain list of equipment and any other related information
  - b. Customer follow-up
  - c. Destination prep
3. Scheduling: Move slots
4. Move Logistics
 

**Transportation method**

  - a. Allowed one day to schedule and complete: If within the main campus buildings (Madison, Knox, Jefferson, Remsen and Randolph), may be able to use a cart between underground building corridors.
  - b. Allowed three days to schedule and complete: If off the main campus and a truck and driver is required for delivering the computer equipment, as opposed to a cart within the building corridors.  
Move related temporary storage.
  - c. Typically, the customer will provide temporary storage, if required. However, there are no general recommendations/guidelines for temporary off-site storage.
5. Move Equipment
  - a. Unlock
  - b. Transport
  - c. Lock
  - d. Test
  - e. Scan
  - f. Open ticket for any remaining issues
6. Resolve Ticket

**C.5.13 Desktop Deployments (Item 0005A and if option(s) is/are exercised items 0005B through 0005E)** – The following activities are examples of representative steps involved in a routine deployment of a complete set of desktop equipment (a single deployment consists of one printer, one CPU and one or two monitors):

1. Customer Request

2. Ticket Creation
  - a. Customer follow-up
  - b. Obtain information on equipment to be deployed
  - c. Source-to-destination
  - d. Identify baseline image to be deployed
  - e. Configuration/Move/Surplus Activity
  - f. Quantity of equipment
  - g. If replacing workstations, provide data transfers
  - h. Conduct customer Interviews
  - i. Schedule dates
  - j. Software installations
  - k. Destination prep
3. Scheduling / interviewing of deployment customers (As needed/requested)
4. Deployment Logistics: Transportation needs
  - a. Trucks vs. Carts: If within the main campus buildings (Madison, Knox, Jefferson, Remsen and Randolph), may be able to use a cart between underground building corridors, depending upon the quantity of equipment and the source-to-destination locations
5. Baseline Activity and Notification Windows for Service/Delivery
6. Transport/Deploy
  - a. Deploy
  - b. Install/Replace
  - c. Configure
  - d. Data Transfer
  - e. Software Installations
  - f. Lockdown\*
  - g. Test
  - h. Hand off to customer
  - i. Scan
  - j. Surplus/Take old equipment away as needed
  - k. If workstation is designated as surplus, then it goes into a 5-day hold status after deployment of new workstation
  - l. QC follow-up
7. Close Ticket.

\*Lockdown equipment shall be charged as an ODC (other direct charge).

#### **C.5.14 Support for the Office of Search and Information Resources Administration (SIRA)**

##### **C.5.14.1 Support for the Office of Search and Information Resources Administration (SIRA) – DESCRIPTION**

The United States Patent and Trademark Office (USPTO), Commissioner for Patent, Search and Information Resources, requires support to assist the Government staff with special business reengineering projects and provide customer service and outreach support for staff and users (external and internal) of the Electronic Filing System-Web (EFS-Web), Patent Application Information Retrieval (PAIR) systems, Image File Wrapper (IFW), Patent Application Locating and Monitoring (PALM) system, Supplemental Complex Repository for Examiners (SCORE) and various search and other automated systems. The special automation project, customer service, and customer outreach support will serve to improve customer satisfaction by augmenting and promoting the functionality of the current systems and business processes. SIRA

provides Information Technology (IT) leadership and monitoring on patent products and projects. With the increased level of projects and technical difficulty, there is also a need for additional expertise in the areas of: project management, customer service, product promotion, data retrieval and reporting, business process reengineering, Query By Example (QBE) and Keyword searching, and full system lifecycle support. This support will serve to improve customer satisfaction by enhancing the quality of our products and improving the quality of services to our user communities.

The USPTO must also achieve increased adoption of its Patent e-Commerce tools, such as Electronic Filing System – Web (EFS-Web) and Patent Application Information Retrieval (PAIR), to meet Presidential and organizational goals. Both broad and targeted outreach support are needed to reach late-adopting patent audiences and motivate them to change the way they file and electronically manage patent applications.

#### **C.5.14.2 Support for the Office of Search and Information Resources Administration (SIRA) –Current Environment**

C.5.14.2.1 The current Contractor assists SIRA in serving its customers in two capacities: 1) day-to-day operations and 2) migration, customer service, and planning for PALM, PAIR, EFS-Web, IFW and SCORE, and back-end systems which include search systems. SIRA staff members oversee the operation by assisting system users and/or patent customers when they have questions or problems, providing services such as interfacing between the customer and the Chief Information Officer (CIO) when there are program bugs and application development needs; analyzing and defining requirements in terms of future customer needs and modifications which must be made as a result of new automation projects; and fulfilling requests from the Patents Cost Center management for special projects.

C.5.14.2.2 SIRA staff members have an exceptionally detailed knowledge of PAIR, PALM and SCORE database and application programs, of the Image File Wrapper (IFW) and Electronic Filing System – Web (EFS-Web). However, there is a need for Project Management, expertise in PC and Server database development, Web-based applications, particularly in the areas of integration across multiple platforms, Bio-Technology, and Patent Searching. SIRA needs assistance in analyzing and developing prototype databases, Use Case Development, and providing customer service for many departmental groups and its external customers. Areas of expertise do not include functions such as coding for system development and IT help desk support.

C.5.14.2.3 The current Contractor provides data retrieval/reporting and monitoring of Patent Application Locating and Monitoring (PALM) and Image File Wrapper (IFW) ad hoc reporting servers, provides personnel to support SIRA Staff with internal and external customer e-filing and patent process questions and issues and provides project management support to assist SIRA Staff in managing complex and long term IT patent development projects and/or initiatives. These projects include SIRA Project Management Office infrastructure, policies and procedures, Automated Information System (AIS) Project Management support, business process review, communications and outreach, and project/task management, Use Case development and training assessment and development.

C.5.14.2.4 The current Contractor's Customer Outreach support staff serves its customers in five capacities: 1) product promotion; 2) communications; 3) product training; 4) research; and 5) day-to-day operations. The current Contractor provides product promotion support for activities including: planning for and attending tradeshows and conferences, and development and maintenance of promotional product materials. The current Contractor provides communications support for activities including: development and distribution of communications to a variety of customer audiences; and monitoring and communicating with stakeholder and media groups. The current Contractor provides required training assistance including: promotion, registration, delivery, and close-out for small and large educational webinars; development of

Computer Based Training (CBT); and development and maintenance of product training materials. The current Contractor provides research support in the areas of: customer satisfaction survey development; trend analysis for system usage and error rates; identification of barriers to system adoption; new promotional opportunities; and new technologies and tools to support customer outreach efforts. The current Contractor provides operations support including: maintaining event calendars; strategic planning; event coordination; and meeting support.

C.5.14.2.5 The size of SIRA and Customer Outreach special projects may vary, allowing some to be accomplished in a matter of days, while others may take several months. For each special project to be handled under the resulting contract, a task order with definitive deliverables and due dates will be provided to the contractor.

### **C.5.14.3 Support for the Office of Search and Information Resources Administration (SIRA) – Requirements**

The Contractor shall provide the staff to provide customer service and customer outreach support for staff and users (external and internal) of the Electronic Filing System (EFS-Web) and Patent Application Information Retrieval (PAIR) systems, provide data retrieval/reporting and -monitoring of Patent Application Locating and Monitoring (PALM) and Image File Wrapper (IFW) ad hoc reporting servers, and provide project management support to assist SIRA Staff in managing complex and long term Information Technology (IT) patent development projects. These projects include SIRA Project Management Office infrastructure, policies, and procedures, Automated Information System (AIS) Project Management support, business process review, and project/task management, Use Case Development, training assessment and development, as well as, data reporting analysis.

Support typically will consist of, but is not limited to, the following activities:

#### C.5.14.3.1 PALM Database Support

- a. Provide ad hoc data reporting to Patent Office staff. Reporting will be in client requested formatting (Excel, MS Access, or as delimited text). Thorough understanding of Oracle SQL is required as data is pulled from several Oracle database servers.
- b. Provide efficient data retrieval of re-occurring ad-hoc reports and on time delivery of time sensitive data. Maintain web interface for client retrieval of reports and monitor the Apache web server operating on a Linux platform. Provide web scripting in Perl or Java Server Pages. Notify OCIO of changes/updates that are needed.
- c. Provide data quality analysis of retrieved data for unsuspected data irregularities outside of business rules. Knowledge of Patent data business rules is required.
- d. Maintain archival copies of reports, scripts and year-end database snapshots.
- e. Administer and performance tune Oracle 9i / 10g Database servers on Linux platform with a Storage Area Network (SAN). Ability to import data from production servers to data reporting database systems. Tune database schema to enhance reporting vs. OLTP production system.
- f. Maintain data for pre production testing and evaluation and data quality tracking.
- g. Maintain database schema and object design to meet client business rules and requirements for pre-productions reporting modifications.

#### C.5.14.3.2 Patent Electronic Business Center (Patent EBC)

- a. Provide technical customer service support to external patent customers including patent attorneys and agents, paralegals, and pro se inventors who file patent documents electronically through Electronic Filing System (EFS-Web).

Support topics include patent document indexing, general fee calculation, code and schedule.

- b. Assist external customers who view patent information and documents through Public and Private Patent Application Information Retrieval (PAIR). Provide navigational assistance through various informational pages including Image File Wrapper (IFW) downloads, Customer Number details, Publication Review, Attorney Docket Number updates, Information Disclosure documents and other patent references.
- c. Perform Patent Electronic Business Center (EBC) processes including: Request for Customer Numbers, Request for Customer Number Data Changes, Certificate Action Forms, Customer Number Upload Spreadsheets, Patent Cooperation Treaty (PCT) Customer Number Associations, and Bibliographic Data Changes.
- d. Possess subject matter expertise of EFS-Web, USPTO PKI digital certificates, PAIR (Public/Private), PALM, PURM, Electronic Business Center Imaging System (EBCIS), USPTO Customer Contact System (UCCMS), electronic filing processes, and standard patent procedures.
- e. Scan and store Electronic Business Center (EBC) documents, monitor the Electronic Business Center (EBC) and Electronic Filing System (EFS) mailboxes, manage multiple Electronic Business Center (EBC) databases (EBC Issue Tracker, Talisma, customer number, etc.), produce Electronic Business Center (EBC) Monthly Productivity and Filing reports, and ad hoc management reporting.
- f. Provide suggestions for future deployment requirements, participate in testing of Electronic Filing System – Web (EFS-Web) and Patent Application Information Retrieval (PAIR) releases.
- g. Attend weekly meetings with Electronic Filing System – Web (EFS-Web) and Patent Application Information Retrieval (PAIR) Project Management teams and developers to discuss improvements with the systems.
- h. Confirm receipt of application documents through the Right-F ax system.
- i. Investigate Image File Wrapper (IFW) for supporting document information for the purpose of bibliographic data changes submitted through Private Patent Application Information Retrieval (PAIR).
- j. Identify power of attorney discrepancies in Customer Number Upload Spreadsheet error reports.

#### C.5.14.3.3 Project Management Support

- a. Provide project management support and assistance to SIRA Project Managers during each phase of the Image File Wrapper (IFW)/ Patent File Wrapper (PFW) & SCORE development initiatives and with related special projects and issues.
- b. Assist SIRA Staff in the Resolution of existing system issues, which may be on various platforms and will include assisting with asset management projects and Patent Application Inventories, the Outreach Program & other special projects and issues.
- c. Assist the SIRA staff with planned and unplanned projects to include process planning, bi-weekly project meetings, SIRA user meetings, risk management process, system testing, training and development process.
- d. Coordinate meetings and related development activities with SIRA and OCIO managers and developers.
- e. Assist staff with Electronic Filing System (EFS) and other PC- or WEB-related automation problems.
- f. Prepare documentation as required.
- g. Assist SIRA staff in gathering, defining, reviewing, and maintaining Patent Business Processes in up-to-date business process documents.
- h. Assist SIRA staff in preparing Business Execution Plans (BEP) and providing strategic and other support necessary for Patent Information Technology (IT) initiatives as directed.

- i. Assist SIRA staff in gathering, defining, documenting, reviewing, and maintaining Automated Information System (AIS) requirements using established SIRA techniques.
- j. Develop and update work project plans, project work schedules (tasks in the work plan; duration of activities and tasks; start and end dates; resource requirements; and resource assignments).
- k. Track project performance and processes; chair and/or facilitate project status and other meetings; report on task progress; document/record information, action items, task assignments, and other information presented at meetings/presentations.
- l. Assist SIRA project management staff with unique requirement assessments and IT Project identification including developing and writing design documents for new IT systems.
- m. Coordinate meetings and related development activities with SIRA and OCIO managers and developers.
- n. Perform and document risk management assessments to identify, address, and eliminate sources of risk before they become threats to the project.
- o. Perform and/or coordinate acceptance testing of the Information Technology (IT) product; document issues identified for review by SIRA managers and OCIO developers to insure they fully satisfy end users, and recommend corrective actions.
- p. Assist in developing training, establishing training requirements for each project assigned including ascertaining training needs, audience, and schedule and method of delivery.
- q. Provide deployment support including developing and coordinating deployment requirements and schedules, monitoring deployment throughout the deployment cycle, and taking other actions as necessary to insure a successful, timely deployment.
- r. Examine technical, business, and management requirements and/or issues to provide effective solutions for SIRA development and maintenance efforts in keeping with USPTO standards and USPTO strategic and tactical direction.
- s. Perform studies and analysis required throughout the specific SIRA project system development life cycle, to include architectural and security analyses; survey, research, and review information technologies for potential application within the USPTO environment, and acquisition by the Government.
- t. Evaluate commercial off-the-shelf (COTS) software; facilitate requirements sessions and work with programming staff supporting requirements prototype efforts; recommend improvements to existing resources; and use USPTO approved automated tools throughout the life cycle.
- u. Assist in ensuring compliance with legal and regulatory guidance, interoperability, open system environment, security, standards, and data.
- v. Provide development support to SIRA Staff in the identification and development of Use Cases, including Use Case Modeling.

#### C.5.14.3.4 Customer Outreach Support

- a. Support for research, coordination, and attendance at tradeshow and conferences; and identification of new promotional opportunities.
- b. Assist in development and maintenance of promotional product materials, such as but not limited to: pamphlets, flyers; announcements; tent cards; posters; buttons; and web pages.
- c. Support development and distribution of communications to a variety of customer audiences. This includes promotional announcements for events, system releases, and outreach activities to internal and external customers, associations, and the news media.
- d. Maintain outreach customer database that is compliant with the CAN-SPAM Act, and Federal Communications Commission and Federal Trade Commission rules; timely processing of opt-in/opt-out requests; enhancement of the database to facilitate segmenting for specific interests; and creation and distribution of communications to the members of the customer database.

- e. Conduct monitoring of and communication with stakeholder and media groups via blogs, websites, listservs, and other IP community publications.
- f. Support promotion, registration, delivery, and close-out for small and large educational webinars.
- g. Assist in creation and maintenance of product training materials; and development of content for Computer Based Trainings (CBT).
- h. Provide access to online training and feedback materials for access by the public, with USPTO branding in the URL and web pages.
- i. Support customer survey creation, delivery, reporting, and analysis to provide comprehensive, quantitative data about customer satisfaction and experience with USPTO's systems and customer outreach to determine the success of the system and outreach program.
- j. Perform trend analysis for system usage and error rates; and identification of barriers to system adoption.
- k. Assist in event calendar maintenance; strategic planning for outreach efforts; event coordination; meeting coordination and support; and identification of new technologies and tools to support customer outreach efforts.

### **C.5.15 Future Requirement**

C.5.15.1 The Contractor may perform the following:

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

## C.6 List of Acronyms

ACRONYM	DEFINITION
ABSS	Automated Biotechnology Sequence Search System
AIS	Automated Information System
AIW	Application Images on the Web
BEP	Business Execution Plans
CBT	Computer Base & Training
COTS	Commercial-Off-The-Shelf
CRLS	CD-ROM Reference Library System
DBA	Data Base Administration
DLT	Digital Linear Tape
DOC	Department of Commerce
DSB	Data Services Branch
EBC	Electronic Business Center
EBCIS	Electronic Business Center Imaging System
EFS	Electronic Filing System
EIT	Electronic Information Technology
ERA	Enterprise Remote Access
ETBS	Enterprise Tape Backup System
IFW	Image File Wrapper
IT	Information Technology
MDE	Madison East
MDW	Madison West
OCIO	Chief Information Office
OEM	Oracle Enterprise Manager
OLTP	Online Transaction Processing
OPA	Office of Patent Automation
Oracle SQL	Structured Query Language
OSP	Operational Support Plans
PAIR	Patent Application Information Retrieval
PASS	Patent Application Services and Security
PCT	Patent Cooperation Treaty
PIW	Patent Images on the Web
PM	Preventive Maintenance
PMO	Program Management Office
PSIPS	Publication Site for Issued and Published Sequences
PURM	PAIR User Manager
QBE	Query By Example
RCA	Root Cause Analysis
RDBMS	Relational Database Management System
SAB	Server Administration Branch
SCORE	Supplemental Complex Repository For Examiner
SLA	Service Level Agreement
SOP	Standard Operating Procedures
TO	Task Order
UCCMS	USPTO Customer Contact System

USPTO	United States Patent and Trademark Office
USPTOFM	USPTO Facilities Management
USSS	UNIX Systems Support Section
VDI	Virtual Desktop Infrastructure
WSSS	Windows System Support Services

**SECTION D - PACKAGING AND MARKING**

**D.1 PACKING AND MARKING**

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

**D.2 Equipment Removal**

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 10 calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the Contracting Officer. Specific requirements will be addressed in individual TOs.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 52.252-2 Clause Incorporated by Reference (FEB 1998)**

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

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-6	INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001

**E.2 Inspection and Acceptance**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under each task order issued under this contract.

(b) Inspection and acceptance will be performed at:

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

(c) Deliverables will be accepted or rejected by a COTR. The COTR will be appointed by the Contracting Officer and identified in the contract.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE**

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

www.arnet.gov

Clause	Title	Date
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**F.2 IDENTIFICATION OF CONTRACT DELIVERABLES**

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

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

**F.3 DELIVERABLES**

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

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

**F.4 GOVERNMENT HOLIDAYS**

The following legal holidays are observed by the USPTO:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day

Thanksgiving Day  
 Christmas Day  
 Inauguration Day

The USPTO shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation. Therefore, it is possible that the Government offices may be closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work may not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement weather conditions. The COTR will notify the Contractor when early release of Federal employees has been authorized.

**F.5 MONTHLY STATUS REPORT**

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

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

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

**F.6 PERIOD OF PERFORMANCE**

The effective period of this contract is as follows:

Contract Period I	Performance will begin on the effective date of contract award and continue through one year thereafter.
Contract Period II	Date of Option Exercise to one year thereafter
Contract Period III	Date of Option Exercise to one year thereafter
Contract Period IV	Date of Option Exercise to one year thereafter
Contract Period V	Date of Option Exercise to one year thereafter

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 the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. The base

period is subject to four, one-year option period extensions. Delivery orders or task orders will not be issued prior to the availability of appropriated funds from which expenditures there under may be made.

**F.7 PLACE OF DELIVERY**

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

**F.8 PLACE OF PERFORMANCE**

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

**F.9 PRINCIPAL PERIOD OF PERFORMANCE**

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

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION**

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

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

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

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

NAME:  
ADDRESS:  
PHONE:

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

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

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

#### **B. Task Manager(s)**

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

#### **C. Contracting Officer (CO)**

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

**G.2 CONTRACT ADMINISTRATIVE OFFICE**

This contract will be administered by:

NAME: Office of Procurement  
ADDRESS: U.S. Patent and Trademark Office  
600 Dulany Ave.,  
  
PHONE: (571) 272-6555

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

**G.3 CONTRACTING OFFICER'S AUTHORITY**

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

**G.4 SEGREGATION OF COSTS BY TASK ORDER**

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

**G.5 SUBMISSION OF INVOICES**

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

**Original to:**

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

**Copy 1:**

U.S. Patent and Trademark Office  
Office of Procurement  
Chris Hannah  
Mail Stop 6  
P.O. Box 1450  
Alexandria, VA 22313-1450

**Copy 2 :**

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

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

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order number (one per invoice);
- (3) Description, price, and quantity of services actually delivered or rendered;
- (4) Name of Personnel performing the service, Labor-Hour Category, number of hours worked and cost;
- (5) Payment terms;
- (6) Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to whom payment is to be sent;
- (7) Period of performance covered by the invoice;
- (8) Other substantiating documentation or information as required by the contract; and
- (9) The following statement on the reverse side of the original of each invoice:

**COTR'S CERTIFICATION:**

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

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

**G.6 Government-Furnished Property**

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

**G.7 Government-Furnished Equipment**

(a) Individual task orders will list any Government-furnished equipment to be provided, with specified delivery dates, to the Contractor for use in the performance of this contract. If the equipment, suitable for its intended use, is not delivered to the contractor by the specified date, the Contractor will immediately notify the COTR, with the Contractor indicating the impact and requesting direction from the COTR.

- (b) Title to Government-Furnished equipment shall remain with the Government.
- (c) The Contractor shall use the Government-Furnished equipment only in connection with this contract.
- (d) Government-Furnished equipment will be returned to the Government upon conclusion of the task order; or as otherwise specified.

- (e) The Contractor shall allocate time and the use of appropriate personnel at the contractor site for all GFE, purchased equipment, hardware, and software for the USPTO's physical inventory conducted at the end of each fiscal year.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ACCESS TO GOVERNMENT FACILITIES**

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

### **H.2 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA**

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

### **H.3 DUPLICATION OF EFFORT**

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

### **H.4 GOVERNMENT AND CONTRACTOR FURNISHED FACILITIES AND EQUIPMENT**

The USPTO will provide the Contractor with access to any aspect of its automated environment and to any existing documentation needed to carry out this project. Any space that the USPTO will provide to the Contractor will be specified on the applicable task order. The Contractor shall be responsible for its own leasing arrangements.

### **H.5 GOVERNMENT FURNISHED DATA**

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

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

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

## **H.6 INSURANCE COVERAGE**

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

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

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

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

## **H.7 NOTICE TO THE GOVERNMENT OF DELAYS**

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

**H.8 ORGANIZATIONAL CONFLICT OF INTEREST**

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

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

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

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

**H.9 SUPERVISION OF CONTRACTOR'S EMPLOYEES**

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

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

**H.10 TASK ORDER PROCEDURES**

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

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

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

furnished equipment, any Contractor-furnished items required, the labor categories required, the anticipated level of effort, and a cost ceiling.

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

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

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

The Contractor shall not exceed the ceiling price established in each Task Order. If at any time the Contractor has reason to believe that the total amount for the Task Order, will exceed 80% (percent) of the ceiling price specified in the order, the Contractor shall notify the CO. Such notification shall include an estimate of the additional amount and, if necessary, additional time required for completion of the ordered work.

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

#### **H.11 52.217-08 OPTION TO EXTEND SERVICES**

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

(End of clause)

#### **H.12 Key Personnel**

- (a) The Contractor shall identify the key personnel for each of the positions identified below. The Program Manager must be from the prime contractor. Key personnel shall include:
  - (1) Project Manager
  - (2) Quality Manager
- (b) The Program Manager shall be assigned and available on this contract from the date of contract award.

(c) During the first ninety (90) days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph D below. After the initial 90-day period, the contractor shall submit the information required by paragraph D to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(d) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have qualifications that are equal to or better than those of the persons being replaced. The Contracting Officer will notify the contractor, within 15 calendar days after receipt of all required information, of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(e) Any changes to Key Personnel that take place after submittal of proposal(s), and prior to award of this contract, the contractor shall notify the Contracting Officer of those changes. Contractor shall submit resumes and signed letters of intent to perform for the proposed key personnel.

### **H.13 Confidentiality of Information**

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

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

### **H.14 Personnel Security Requirements**

(a) Contractor administrative/clerical personnel working on this contract have been determined to meet the security criteria for and are designated as "Low Risk" positions. In accordance with established security procedures contractors working in positions designated Low Risk must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on the contract. This will require the contractor to submit an investigative request package consisting of the following:

- (1) SF-85 (original plus 1 copy of Page 1 only)

A sample of the SF-85 form may be viewed at <http://www.opm.gov/forms/html/sf.htm>.

(b) Fingerprints will be required for all contractor personnel working on this contract. The fingerprinting will be performed at the USPTO Security Office.

(c) Contractor personnel, other than Contractor administrative/clerical personnel, working on this contract have been determined to meet the security criteria for and are designated as "**Moderate Risk**" and "**High Risk**" positions. See *H.28 1352.237.71 Security Processing Requirements for Contractors/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)*.

**H.15 Performance Measurement**

(a) Performance measurements will be specified in each task order.

(b) Upon completion of an issued task order, the Government task order manager will perform an evaluation of the contractor's performance based on the performance measurements in said task order. The evaluation of the contractor's performance may include input from the COTR, CO, and other USPTO sources deemed applicable. These task order evaluations will be used to prepare contract evaluations of contractor performance as required in accordance with FAR Subpart 42.1502.

(c) Contractor performance evaluations will be conducted in accordance with FAR Subpart 42.15.

**H.16 Option To Extend the Term of the Contract**

(a) The USPTO may extend the term of the contract by unilateral modification to the contract at any time prior to its expiration provided that the USPTO shall give the Contractor a preliminary written notice of its intent at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of the contract, including the exercise of any options under this clause, shall not exceed 5 years from the effective date of this contract.

**H.17 Section 508 of the Rehabilitation Act of 1973 Compliance**

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that all Electronic Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194. For additional information, the official Government Web page is: [www.Section508.gov](http://www.Section508.gov)

**H.18 Limitation on Contractor Advertisements (PTO-06) (Apr 2006)**

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

**H.19 Contractor Justification for Other Direct Costs (ODCs)**

All materials required for performance under the Task Orders (TOs) issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. The Contractor shall utilize Government supply sources when available. Ownership of supplies acquired by the Contractor on T&M task orders with Government funds for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed ODCs in individual TO proposals.

## **H.20 Materials**

When required in individual Task Orders (TOs), the Contractor shall submit the documentation required to the CO for approval prior to entering into any equipment lease or purchase agreement.

## **H.21 Selected Items of Costs**

### **H.21.1 Travel Costs (Including Foreign Travel)**

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel may be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual TO COTR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

(b) If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the CO is required, prior to undertaking such travel.

(c) The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

### **H.21.2 Training**

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

## **H.22 USPTO Security Clause – PTO-04C**

### **(a) Access to Government Facilities**

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

### **(b) Duplication and Disclosure of Confidential Data**

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto

vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

**(c) 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. Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

**(d) Rights in Data (if applicable)**

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

**(e) Secrecy and Usage of Patent Information**

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

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

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

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

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work

under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

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

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

### **H.23 CAR 1352.239-73 Security Requirements for Information Technology Resources (October 2003) (modified) (PTO-05C)**

**(Note: The security impact level of the IT system or systems involved in performance of the work under this RFP is Moderate. In addition, Offerors are not required to submit any deliverables required under this clause in response to the RFP. However, Offerors are required to submit a total Firm Fixed Price under Item 0003 in Attachment "1" to this RFP. All C&A activities will be conducted post-award.)**

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

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards  
<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>;
- (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources ([http://csrc.nist.gov/policies/appendix\\_iii.pdf](http://csrc.nist.gov/policies/appendix_iii.pdf)), which states that there is a presumption that all [general support systems] contain some sensitive information; and
- (3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information: Any information the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

For purposes of this clause, the term Classified is defined by the guidance set forth in:

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

- (5) The DOC Security Manual, Chapter 18 ([http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5\\_2003\\_Security\\_Manual/DOC\\_Manual\\_of\\_Security\\_Policies\\_and\\_Procedures.htm](http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003_Security_Manual/DOC_Manual_of_Security_Policies_and_Procedures.htm)).
- (6) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

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

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

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

- (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51,2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:
  - a. OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources ([http://csrc.nist.gov/policies/appendix\\_iii.pdf](http://csrc.nist.gov/policies/appendix_iii.pdf));
  - b. National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
  - c. DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://nsi.org/Library/Govt/docinfo.txt>).

- d. National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and
- (2) Upon award, the contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below.
  - (3) Within 14 days after receipt of direction from the CACG, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Offeror's proposal or sealed bid that resulting in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

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

#### **H.24 CAR 1352.239-74 Security Processing Requirements for Contactor/Subcontractor Personnel for Accessing USPTO Automated Information Systems (October 2003)**

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

- (1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with global access to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contact IT Moderate Risk positions must be initiated within three working days of the start of work.
- (2) Contract personnel performing work designed Contract Moderate Risk who are not performing IT-related contract work are not required a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subjects start of on the contract, regardless of the expected duration of the contract.

- (3) Contract personnel performing work designated as Contract Low Risk will require as National Agency Check and Inquiries (NACI) upon the subjects start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.
- (4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days, but is less that 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.
- 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

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

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

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

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

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

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

**H.25 CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)**

**(a) Investigative Requirements for High and Moderate Risk Contracts**

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

- (1) Non-IT Service Contracts
  - a. High Risk – Background Investigation (BI)
  - b. Moderate Risk – Moderate Background Investigation (MBI)
- (2) IT Service Contracts
  - a. High Risk IT – Background Investigation (BI)
  - b. Moderate Risk IT – Background Investigation (BI)
- (3) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS – formerly Immigration and Naturalization Service) agency check.

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

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

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

**(c) Security Processing Requirement**

- (1) Processing requirements for High and Moderate Risk Contracts are as follows:
  - a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):
    - Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
    - FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
    - Credit Release Authorization.
  - b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

- c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.
- (2) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

**(d) Notification of Disqualifying Information**

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

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

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

**(e) Access to National security Information**

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

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

**H.26 Post-Award Conference**

(a) The USPTO may hold a post award conference after contract award. The Contractor shall participate in a post award conference if notified that a conference will be held. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5). The Contractor will be notified of the date, time, and location of the post-award conference by the CO.

- (b) If held, the conference will take place at:  
U.S. Patent and Trademark Office  
600 Dulany Street  
Alexandria, VA 22313

**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
*52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE -UNIFORM	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE.	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	NOV 2006
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEPT 2006
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC 2004
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007

**\*Applicable only to CLINs 0003, 0004, 0005 & 0006**

52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.224-1	PRIVACY ACT NOTIFICATON	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA GENERAL Alternates II (DEC 2007) and III (DEC 2007)	DEC 2007
*52.232-1	PAYMENTS	APR 2005
52.232-17	INTEREST JUN 1996	
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
*52.243-1	CHANGES – FIXED PRICE Alternate I (APR 1984)	AUG 1987
52.243-3	CHANGES - TIME AND MATERIALS OR LABOR-HOURS	SEPT 2000
52.244-2	SUBCONTRACTS	JUN 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
*52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement) Alternate IV (SEP 1996)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**\*Applicable only to CLINs 0003, 0004, 0005 & 0006**

**I.2 CLAUSES INCORPORATED IN FULL TEXT**

**52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-
  - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

**52.252-6 Authorized Deviations in Clauses (APR 1984)**

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

## **SECTION J - LIST OF ATTACHMENTS**

### **J.1 List of Publications Referenced**

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

#### **STANDARDS AND GUIDELINES**

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

Life Cycle Management for Automated Information Systems, April 2001

### **J.2 List of Attachments**

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

- A. Attachment 1 – Section B with Labor Category Titles and Descriptions
- B. Attachment 2 – List of Representative Desktop Hardware to be Supported
- C. Attachment 3 -- Relevant Experience Worksheet
- D. Attachment 4 – Historical Data for SIRA Services
- E. Attachment 5 – Past Performance Questionnaire

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

**K.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

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

**K.2 52.204-8 Annual Representations and Certifications**

**ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

(ii) Paragraph (b) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(b) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within 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 the changes identified below [Offeror to insert changes, identifying change by clause number, title, date].

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.

FAR Clause #	Title	Date	Change

Change

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.  
(End of Provision)

**SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS****L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

www.arnet.gov

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

**L.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) - The North American Industry Classification System (NAICS) Code associated with this project is 541513 Computer Facilities Management Services, (size standard is \$23M).**

**L.3 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW FEBRUARY 1999.**

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

**L.4 AGENCY-LEVEL PROTEST PROCEDURES****AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)**

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

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

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

**II. DEFINITIONS:**

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

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

**III. PROCEDURES:**

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

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

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

Office of the General Counsel  
U.S. Patent & Trademark Office  
Box OGC  
Washington, D.C. 20231

(FAX Number 571-272-0099)

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

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

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

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

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

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

Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

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

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

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

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

**IV. REMEDIES:**

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

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

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

<u>U.S. Postal Service</u>	<u>Hand carried, Courier, or Non-USPS Mail Service</u>
<b>U.S. Patent and Trademark Office</b> ATTN: Chris Hannah/DOC52PAPT0801009 Office of Procurement Mail Stop 6, Madison East Building, 7 <sup>th</sup> Floor, Rm. 7D41 PO Box 1450 Alexandria, VA 22313-1450	<b>U.S. Patent and Trademark Office</b> ATTN: Chris Hannah/ DOC52PAPT0801009 Office of Procurement Madison East Building, 7 <sup>th</sup> Floor, Room 7D41 Alexandria, VA 22314-1450

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

**L.6 AWARD WITHOUT DISCUSSIONS**

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

Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### **L.7 EVALUATION OF PROPOSALS**

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

#### **L.8 INCUMBENT CONTRACTOR**

Trawick and Associates  
Contract No. 50-PAPT-2-01025

#### **L.9 INCURRING COSTS**

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

#### **L.10 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS**

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.13 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

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

#### **L.11 NEWS RELEASES**

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

#### **L.12 NO ALTERNATE PROPOSALS ACCEPTED**

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

#### **L.13 PERIOD FOR ACCEPTANCE OF OFFERS**

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

**L.14 PROPOSAL REQUIREMENTS**

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

- |            |   |
|------------|---|
| *Volume I  | A. Technical Proposal<br>B. Management Proposal<br>C. Experience<br>D. Past Performance |
| *Volume II | E. Price Proposal<br>F. Certifications and Representations                              |

\*Offeror shall submit one original and three copies each of Volumes I and II

**A. Technical Proposal.**

The Technical Proposal shall not exceed eighteen (18) pages in length and shall include your innovative approach to meeting all of the minimum needs of the Government as described in Section C of this RFP, incorporating the current environment, requirements and proposed performance measures. Offerors are strongly encouraged to propose performance measures and standards, including the methods in which the performance standards will be measured, for review by the USPTO. The Technical approach should also contain a proposed labor mix, by labor category, for the base year and each option year using the labor categories found in Section C of this RFP. The Offeror's proposed labor mix should be an attachment to the Technical Proposal and will not count against the 18 page total. The Offeror shall explain its reasoning behind the proposed labor mix. However, the Offeror's proposed fully burdened rates shall only appear in the Volume II price proposal. The Offeror shall also submit a Transition Plan within the Technical Proposal describing its approach to transitioning from the current contract to the follow-on effort. The offeror must describe how this transition will be accomplished without disruption to the services required by the USPTO. At a minimum, this must include anticipated problems, solutions to those problems and the time frame necessary to complete the transition.

**B. Management Proposal.**

The Management Plan portion of the management proposal shall not exceed seven (7) pages in total, inclusive of all Offeror attachments. However, the following items do not count against the page limitation: (1) Resumes of Key Personnel proposed in accordance with Clause H.13 (not to exceed 2 pages per resume); (2) Offeror's plan to manage any teaming arrangement, if applicable (not to exceed 5 pages) and (3) Actual teaming arrangements with team members, if applicable. The management portion of the proposal must include, at a minimum:

1. Brief history of the Company including infrastructure.

2. Specific management plan for the contract including the identification of and plan to provide the technical resources and expertise necessary to provide the support described in Section C of this RFP. This includes the Offeror's plan and the ability to recruit, staff, and retain employees for this project. The Offeror shall identify and describe the principal support office for the program and the total number of employees to be assigned to the overall program, including any applicable teaming or subcontracting arrangements. An organizational chart depicting the layout of the proposed support office structure, the identification of key personnel (see Section H.13) and which employees are proposed major subcontractor personnel necessary to accomplish the project. If teaming is to be used, Offeror shall describe the plan to manage the teaming arrangement and shall include copies of proposed teaming agreements and key personnel resumes.

### C. Experience.

The Offeror shall demonstrate its previous company experience in providing the services required by Section C of this RFP. The Offeror shall accomplish this by providing five (5) reference contracts where the offeror served in the role of a prime contractor or subcontractor that will collectively demonstrate the Offeror's ability to perform the activities specified in Section C of this solicitation. No reference contracts will be accepted for the Offeror's proposed teaming members/subcontractors. In addition, the five (5) reference contracts may be a part of the Offeror's experience will be evaluated based on the type, size and complexity of its previous experience compared to the type, size and complexity of the requirements specified in Section C of this RFP. For each of the reference contracts, the Offeror will complete a Relevant Experience worksheet. The Relevant Experience worksheet and Instructions are found in Attachment "3". For each Reference contract, the offeror shall be limited to the two page worksheet. In addition to the aforementioned requirements, the proposed contract references shall also meet the following requirements:

1. Shall be valued at a minimum of \$1,000,000.00 a year over the life of the contract.
2. Shall be with Government and/or Commercial entities and must be currently in process or completed within the past three years from the due date of proposals.
3. Shall demonstrate a minimum of one (1) year of experience with the customer.

### D. Past Performance

The USPTO Project Team will assess the quality of the **Offeror's** past and present performance in similar services in programs of similar size and complexity. **The following past performance information will not be accepted:** Past performance for the Offeror's proposed teaming members/subcontractors, affiliated entities, parent corporations (if recently acquired) and subsidiaries, etc. The USPTO will utilize past performance information submitted by each Offeror in response to the solicitation. Each Offeror will have the cognizant contract reference complete a Past Performance Questionnaire for each contract provided as a past performance reference under its proposal (see Attachment "5" to this RFP). Each cognizant contract reference must (1) Fully complete and sign the questionnaire found at Attachment "5"; (2) Place the questionnaire in a sealed envelope clearly indicating the cognizant contract reference agency's/company's name and address and (3) Return the sealed envelope to the evaluated Offeror for inclusion in Volume I of the Offeror's proposal to be submitted to the USPTO by the RFP closing date. Offerors are prohibited from opening the sealed envelope containing the completed questionnaire. If the USPTO determines that the Offeror opened the sealed references or tampered with a questionnaire in any way, the Offeror will be deemed ineligible for award. Each prime contractor **shall provide five (5) Government and/or commercial past performance contract references. These contract references shall be from the same five (5) contracts utilized under paragraph C. Experience, and must be currently in process or completed within the past three years. In addition, the contract references shall be or shall have been the customer receiving the actual services provided.**

The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

#### E. Price Proposal.

Section I shall contain the following items: (1) Each Offeror shall complete Attachment "1" to this RFP by proposing fully burdened hourly rates (including wages, overhead, general and administrative expenses and profit) for each labor category identified in Attachment "1" to this RFP and costed in each of the following three ways - On-Site (with Government Furnished Furniture), On-Site (Government provides space only, no furniture provided) and Off-Site and (2) Each Offeror shall also provide a breakout for each labor rate showing each component that makes up the labor rate (i.e. director labor rate, any overheads, G&A and profit).

In addition, Offerors are encouraged to propose quantity discounts for the labor rates which reflect lower labor rates for each labor category based on the USPTO ordering different levels of total hours in each year of the contract. Offerors are not required to propose a Material Handling rate. If a Material Handling rate is proposed, the Offeror shall propose a percentage rate for the base year and each of the option years and it shall be capped at 3%. The Material Handling rate, if any, should be provided as a percentage of the cost of future material to be procured under the resulting contract, if any. Offerors' attention is also directed to Clause **52.219-14 LIMITATIONS ON SUBCONTRACTING** (DEC 1996) which states that under a contract for non-construction services, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern. The USPTO will monitor the successful Offeror's compliance with this clause over the course of the resulting contract.

Section II shall consist of the Offeror's proposed Firm Fixed Price to comply with IT Security, Certification and Accreditation (C&A) requirements as described in Section C, Item 0003A of the RFP. The Offeror shall also propose a Firm Fixed Price for C&A Continuous Monitoring under CLINs 0003B – 0003E. However, if the Offeror proposes to provide the services required under Item 0003 of the RFP at no cost, then the Offeror shall insert "No Charge" in the price columns for Items 0003A – 0003E in Attachment "1" to this RFP.

Section III shall consist of the Offeror's proposed Fixed Price per unit for Desktop Moves under CLINs 0004A – 0004E and proposed Fixed Price per unit for Desktop Deployments under CLINs 0005A – 0005E. Offerors are encouraged to propose quantity discounts for the Fixed Price per unit for CLINs 0004 and 0005 which reflect lower unit prices based on the USPTO ordering different levels of moves and deployments in each year of the contract.

Section IV shall consist of the Offeror's proposed Fixed Price for CLINs 0006A – 0006E for maintaining and enhancing the use of electronic information equipment by the receipt, maintenance of, inventory of, and distribution of PC consumables within the Patents Cost Center.

#### F. Certifications and Representations.

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

### **L.15 QUESTIONS AND RESPONSES**

All questions pertaining to the RFP shall be submitted electronically to EUS@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/>. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by 9:00 a.m., Eastern Standard Time (EST), Tuesday, April 15, 2008. Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

**L.16 SUBMISSION REQUIREMENTS**

All proposal documents shall be submitted as outlined below:

- paper form (one original and three copies) on white, untextured paper;
- one copy on a CD formatted for Microsoft Office 2003 and formatted for 8 1/2" by 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;
- the font shall be Times New Roman 12 pt; and,
- shall not exceed six (6) lines per vertical inch.

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

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. DOC52PAPT0801009 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), Wednesday, May 8, 2008.

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

U.S. Postal Service

Hand carried, Courier, or Non-USPS Mail Service

**U.S. Patent and Trademark Office**

ATTN: Chris Hannah/DOC52PAPT0801009  
 Office of Procurement  
 Mail Stop 6, Madison East Building,  
 7<sup>th</sup> Floor, Rm. 7D41  
 PO Box 1450  
 Alexandria, VA 22313-1450

**U.S. Patent and Trademark Office**

ATTN: Chris Hannah/ DOC52PAPT0801009  
 Office of Procurement  
 Madison East Building, 7<sup>th</sup> Floor, Room 7D41  
 Alexandria, VA 22314-1450

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

## SECTION M -- EVALUATION FACTORS FOR AWARD

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

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

### **M.2 "BEST VALUE" DETERMINATION AND CONTRACT AWARD**

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

### **M.3 BASIS OF CONTRACT AWARD**

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

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

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

### **M.4 AWARD WITHOUT DISCUSSIONS**

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In accordance with the Patent and Trademark Office Acquisition Guidelines (PTAG), if discussions are deemed necessary, the USPTO Contracting Officer may conduct discussions with only the highest ranked Offeror in the competitive range based on the evaluation factors set forth in the solicitation. If the USPTO Contracting Officer

is unable to reach agreement with this Offeror, discussions will be initiated with the next highest-ranked firm. This process will continue until those firms remaining in the competitive range have been considered. If agreement cannot be reached, discussions may be re-opened with all firms in the competitive range or the solicitation may be canceled.

## **M.5 EVALUATION PROCEDURES**

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

### **A. Technical Approach**

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of overall proposed technical approach, proposed labor mix and proposed transition plan, including how the existing performance measures in the statement of work will be met and exceeded as well as the new performance measures proposed.

### **B. Management Approach**

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of overall proposed program organization, proposed management plan for the contract and the ability to recruit, staff, and retain employees for this project. The USPTO will also evaluate the quality and relevant experience of key personnel.

### **C. Experience**

The USPTO will evaluate the Offeror's experience based on its demonstrated ability to perform the activities specified in Section C of this solicitation by comparing the type, size and complexity of the Offeror's previous prime or subcontract experience with the type, size and complexity of the requirements specified in Section C of this RFP. More emphasis will be placed on relevant experience gained as a prime contractor than as a subcontractor. The experience of any proposed team members/subcontractors will not be evaluated.

### **D. Past Performance**

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

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

Any information found to be unreliable may result in a negative rating to the Offeror. False information provided concerning references will result in the USPTO not considering an Offeror for award of any resulting contracts.

**Notes:**

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

The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

**E. Price**

The USPTO will examine whether the proposed costs are fair and reasonable to the Government by evaluating the following elements in the Offeror's Price Proposal:

The USPTO will evaluate the Offeror's total proposed price (base year price plus price for all option years) by calculating the sum of the following items: The USPTO calculated total price for (1) CLINs 0001A – 0001E; (2) the firm fixed price for CLINs 0003A – 0003E, (3) the USPTO calculated price for CLINs 0004A – 0004E, (4) the USPTO calculated price for CLINs 0005A – 0005E, and (5) the firm fixed price for CLINs 0006A – 0006E. The USPTO calculated total price for CLINs 0001A – 0001E will be computed by plugging in the Offeror's proposed fully burdened labor rates into the USPTO calculated representative labor mix. The USPTO will calculate the total price for the base year and each option year by utilizing an average of each Offeror's proposed labor rates costed for each of the three alternatives identified in section L.13.E (On-Site (with Government Furnished Furniture), On-Site (Government provides space only, no furniture provided) and Off-Site), also taking into account any proposed quantity discount based on hours ordered by the Government. The USPTO calculated total price for CLINs 0004A – 0004E and 0005A – 0005E will be computed for the base and each option year by multiplying the proposed unit prices (utilizing an average rate if quantity discounts are proposed) against the USPTO calculated representative number of Desktop Moves and Desktop Deployments to arrive at a total price for the base year and option year for these CLINs. The USPTO evaluated total price for all CLINs for the base year plus all option years will be calculated for and compared between each Offeror to assist in determining price reasonableness. The USPTO will also utilize its independent government price estimate calculated for the requirement to help determine price reasonableness. In addition, the government may compare an Offeror's fully burdened labor rates to industry average labor rates to assist in determining price reasonableness.

**M.6 RELATIVE IMPORTANCE OF EVALUATION FACTORS AND BEST VALUE DETERMINATION**

The Non-Price Evaluation Factors' importance is in the following descending order with the most important factor listed first:

Factor C Experience, Factor A Technical Approach, Factor B Management Approach and Factor D Past Performance. When combined, the Non-Price Factors are significantly more important than Factor E Price. Factor E Price will be evaluated but not scored.

**M.7 SINGLE AWARD**

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

**M.8 UNBALANCED OFFERORS**

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