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SECTION B – SUPPLIES OR SERVICES AND COST/PRICING

B.1. OVERVIEW

The purpose of this contract is to complement the following United States Patent and Trademark Office (USPTO), Office of Finance support functions as stated in Section C of the Statement of Work:

1. Auditing.
2. Accounting.
3. Financial Analysis.
4. Any additional support functions as requested by the USPTO, Office of Finance.

B.2. PRICING ARRANGEMENT

This is a Labor Hour type contract with fixed price labor rates.

B.3. CEILING PRICE

The ceiling price for the contract will be determined at time of award.

B.4. SCHEDULES OF COSTS

The following labor categories are required to support Government operations of the U.S. Patent and Trademark Office. The figures in the column below entitled "Total Est. Hours" represent the Government's best estimate of the required level of effort. The Government may order more or less hours in order to meet workload needs and/or stay within budgetary constraints. The Government reserves the right to redistribute quantities within the prescribed Contract Line Item Numbers (CLINs) for the total contract period of performance.

BASE YEAR – LOT I POP: (December 1, 2006 through January 31, 2008)

<u>CLIN</u>	<u>SERVICES</u>	<u>UNIT OF ISSUE</u>	<u>TOTAL EST. QUANTITY</u>	<u>FIXED PRICED HOURLY RATE</u>	<u>ESTIMATED TOTAL</u>
0001	Engagement Partner	Hours	20	\$	\$
0002	Program Manager /Director	Hours	130	\$	\$
0003	Senior Manager	Hours	0	\$	\$
0004	Accounting Manager	Hours	2,250	\$	\$
0005	Sr. Accountant/Analyst	Hours	6,000	\$	\$
0006	Staff Accountant/Analyst	Hours	7,200	\$	\$
0007	Accounting Technician	Hours	0	\$	\$
0008	Administrative Assistant	Hours	0	\$	\$
BASE YEAR I – LOT I TOTAL:		Hours	15,600		\$

OPTION YEAR I – LOT II POP: (February 1, 2008 through January 31, 2009)

<u>CLIN</u>	<u>SERVICES</u>	<u>UNIT OF ISSUE</u>	<u>TOTAL EST. QUANTITY</u>	<u>FIXED PRICED HOURLY RATE</u>	<u>ESTIMATED TOTAL</u>
1001	Engagement Partner	Hours	20	\$	\$
1002	Program Manager /Director	Hours	130	\$	\$
1003	Senior Manager	Hours	0	\$	\$
1004	Accounting Manager	Hours	2,250	\$	\$
1005	Sr. Accountant/Analyst	Hours	6,000	\$	\$
1006	Staff Accountant/Analyst	Hours	7,200	\$	\$
1007	Accounting Technician	Hours	0	\$	\$
1008	Administrative Assistant	Hours	0	\$	\$
BASE YEAR I – LOT I TOTAL:		Hours	15,600		\$

OPTION YEAR II – LOT III POP: (February 1, 2009 through January 31, 2010)

<u>CLIN</u>	<u>SERVICES</u>	<u>UNIT OF ISSUE</u>	<u>TOTAL EST. QUANTITY</u>	<u>FIXED PRICED HOURLY RATE</u>	<u>ESTIMATED TOTAL</u>
2001	Engagement Partner	Hours	20	\$	\$
2002	Program Manager /Director	Hours	130	\$	\$
2003	Senior Manager	Hours	0	\$	\$
2004	Accounting Manager	Hours	2,250	\$	\$
2005	Sr. Accountant/Analyst	Hours	6,000	\$	\$
2006	Staff Accountant/Analyst	Hours	7,200	\$	\$
2007	Accounting Technician	Hours	0	\$	\$
2008	Administrative Assistant	Hours	0	\$	\$
BASE YEAR I – LOT I TOTAL:		Hours	15,600		\$

OPTION YEAR III – LOT IV POP: (February 1, 2010 through January 31, 2011)

<u>CLIN</u>	<u>SERVICES</u>	<u>UNIT OF ISSUE</u>	<u>TOTAL EST. QUANTITY</u>	<u>FIXED PRICED HOURLY RATE</u>	<u>ESTIMATED TOTAL</u>
3001	Engagement Partner	Hours	20	\$	\$
3002	Program Manager /Director	Hours	130	\$	\$
3003	Senior Manager	Hours	0	\$	\$
3004	Accounting Manager	Hours	2,250	\$	\$
3005	Sr. Accountant/Analyst	Hours	6,000	\$	\$
3006	Staff Accountant/Analyst	Hours	7,200	\$	\$
3007	Accounting Technician	Hours	0	\$	\$
3008	Administrative Assistant	Hours	0	\$	\$
BASE YEAR I – LOT I TOTAL:		Hours	15,600		\$

OPTION YEAR IV – LOT V POP: (February 1, 2011 through January 31, 2012)

<u>CLIN</u>	<u>SERVICES</u>	<u>UNIT OF ISSUE</u>	<u>TOTAL EST. QUANTITY</u>	<u>FIXED PRICED HOURLY RATE</u>	<u>ESTIMATED TOTAL</u>
4001	Engagement Partner	Hours	20	\$	\$
4002	Program Manager /Director	Hours	130	\$	\$
4003	Senior Manager	Hours	0	\$	\$
4004	Accounting Manager	Hours	2,250	\$	\$
4005	Sr. Accountant/Analyst	Hours	6,000	\$	\$
4006	Staff Accountant/Analyst	Hours	7,200	\$	\$
4007	Accounting Technician	Hours	0	\$	\$
4008	Administrative Assistant	Hours	0	\$	\$
BASE YEAR I – LOT I TOTAL:		Hours	15,600		\$
BASE YEAR – LOT I SUBTOTAL:			Hours:	15,600	Price: \$
OPTION YEAR I – LOT II SUBTOTAL:			Hours:	15,600	Price: \$
OPTION YEAR II – LOT III SUBTOTAL:			Hours:	15,600	Price: \$
OPTION YEAR III – LOT IV SUBTOTAL:			Hours:	15,600	Price: \$
OPTION YEAR IV – LOT V SUBTOTAL:			Hours:	15,600	Price: \$
CONTRACT AWARD TOTAL			Hours:	78,000	Price: \$ _____

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. GENERAL REQUIREMENTS/SPECIFICATIONS

This acquisition shall be conducted using the Patent and Trademark Acquisition Guidelines (PTAG) located at: <http://www.uspto.gov/web/offices/ac/comp/proc/acquproc.htm>

The Contractor shall furnish the necessary personnel, material, equipment, and service (except as otherwise specified) to perform the following Statement of Objective/ Specifications. The USPTO will not furnish facilities for Contractor meetings and/or gatherings not related to the contract requirements.

The Contractor shall provide skilled accountants, analysts, other support staff, program management services, and equipment necessary to execute negotiated task orders.

The Contractor must have the designation as a Certified Public Accounting (CPA) firm.

C.2. INTRODUCTION/BACKGROUND

The United States Patent and Trademark Office (USPTO) has a requirement for financial support services for the Office of Finance, Financial Reporting and Analysis Division. The USPTO is currently located in Alexandria, VA. The Office of Finance, the Financial Reporting and Analysis Division is responsible for ensuring all accounting events are properly recorded, preparing financial reports, and submitting such reports to the appropriate authority. The primary accounting system used by the USPTO is *Momentum Financials*. The software tool used to extract information for reporting and analysis of data from Momentum Financials and the Enterprise Data Warehouse is Business Objects.

The Financial Reporting and Analysis Division is responsible for providing accurate, timely, and useful financial information and services to support informed decision-making. The Financial Reporting and Analysis Division is also responsible for providing reporting and analysis to foster accountability and decision-making for financial management and ensure that adequate controls exist to safeguard assets and manage liabilities, revenues, and expenditures.

As such, assistance is needed to fulfill some of the primary responsibilities within the Office of Finance:

- prepare adjustments, such as accrual estimates, to ensure the financial statements and reports remain in accordance with the Chief Financial Officers Act and in conformance with accounting principles generally accepted in the United States of America and OMB Circular A-136, *Financial Reporting Requirements*,
- prepare monthly, quarterly and annual financial reports for both internal use and submission to the Department of Commerce, the Department of the Treasury, and the Office of Management and Budget, and
- perform analyses of financial reports and data to identify and analyze fluctuations, trends and unusual variances to provide an accurate reporting of the USPTO's financial condition and results of operations.

The USPTO will define the work schedule in individual task orders.

C.3. SCOPE OF SERVICES

This contract shall be used to obtain a wide range of auditing, accounting, and financial analysis services for the USPTO. The Contractor shall provide the necessary and skilled personnel, and materials (except as otherwise specified) to perform, if assigned, the following services:

1. Evaluate existing records for receivables, including receivables recorded from payroll, payables, and other account balances that shall be identified for conformance with generally accepted federal accounting principles and standards and USPTO requirements.
2. Evaluate existing recording of expense classifications for conformance with generally accepted federal accounting principles and standards, OMB object classification, and USPTO requirements and make and effect adjustments to ensure compliance in accordance with designated timeframes.
3. Evaluate existing recording of accrued liabilities and expenses for conformance with generally accepted federal accounting principles and standards and USPTO requirements and make and effect adjustments to ensure compliance.
4. Evaluate existing recording of property, plant, and equipment (PPE), including PPE items initially charged as expense for conformance, with generally accepted federal accounting principles and standards and USPTO requirements and make and effect an adjustment to ensure compliance; also includes accounting for and reconciling all PPE disposals, trade-ins, and depreciation.
5. Evaluate existing recording of deferred revenues to ensure compliance with generally accepted federal accounting principles and standards and USPTO requirements and make recommendation for adjustments to ensure compliance.
6. Perform a fluctuation analysis on, at a minimum, expenses by vendor and object class; shall analyze general ledger data to identify unusual trends in account balances.
7. Calculate and accumulate Office of Finance performance data for management analysis and Balanced Scorecard presentation.
8. Prepare narrative and qualitative analyses for portions of the annual Performance and Accountability Report.
9. Perform audits in accordance with standards promulgated by the American Institute of Certified Public Accountants and the Government Accountability Office.
10. Perform agreed upon procedure reports in accordance with standards promulgated by the American Institute of Certified Public Accountants and the Government Accountability Office.
11. Perform other related functions and projects in accordance with standards promulgated by the American Institute of Certified Public Accountants and the Government Accountability Office.
12. Perform financial forecasts and projections in accordance with standards promulgated by the American Institute of Certified Public Accountants and the Government Accountability Office, or in accordance with other applicable forecasting and projecting standards and conventions.

13. Evaluate capital planning and information technology investment practices to ensure that planning, selection, execution, and evaluation activities are in compliance with federal information technology investment requirements and conducted in an open and well-documented manner.
14. Perform other financial reviews, analyses, studies, accounting functions, duties, and responsibilities as may be necessary in relation to this statement of objective.

Work to be performed by the Contractor shall be defined by a series of task orders that will specify the activities to be performed and associated performance metrics, the scope of the work, the schedule on which the work is to be performed, and the deliverables to be provided by the Contractor. An example of a performance metric for the activity of reviewing object classification to ensure compliance with OMB requirements would be requiring approval of the object classification within one day of receipt. The amount of work to be performed at the time of performance will be determined by the Contracting Officer, who will issue written task orders to the contractor.

C.4. SKILLS AND POSITION DESCRIPTION

Personnel assigned to perform the services defined throughout the SOW shall be required to possess a diverse set of skills.

Each Contractor employee proposed under this contract shall be required to undergo security processing by the USPTO's Office of Security and satisfy Noncritical-Nonsensitive security level requirements before being eligible to work on the premises in the Alexandria Campus. Because of the nature of the duties to be performed by the Contractor, some Contractor personnel may also be required to satisfy Noncritical-Sensitive security level requirements. In the event that the Government requests personnel with higher clearances, the Contractor must provide additional security information within 60 days.

All Contractor personnel shall agree to be finger printed and to submit personal background data.

C.5. UNSPECIFIED TASKS OR UNIDENTIFIED LABOR CATEGORIES

Unspecified task areas. The contractor may possibly be requested to perform task areas within the general scope of services listed in section C.3 that are not specifically identified by the USPTO at this time. The contractor shall review any additional request, review the task order statement of work, if applicable submit price quote to the Contracting Officer in accordance with the basic contract labor rate categories.

Labor categories that are not identified in the present schedule of costs, the contractor shall submit a request to the Contracting Officer adding any new labor categories. The Contracting Officer will review the request; if appropriate complete a basic contract modification adding the additional labor category or categories.

C.6. DESCRIPTION OF LABOR CATEGORIES

The following labor categories shall be applicable to all work performed under this contract, at the fixed hourly rates established in Section B. The Contractor is responsible for hiring and managing all contractor personnel. The contractor must submit résumés for all key personnel identified in section H.14.

Engagement Partner – Organizes and directs overall engagement performance.

Specific duties: Ensures that goals and objectives are accomplished within prescribed timeframe and funding parameters. Negotiates and makes decisions for the firm. Participates in project status committee meetings to resolve issues through application of Firm resources or experience gained in other projects. Ensures compliance with Firm policies and professional standards.

Experience: Ten (10) years of applicable financial or business consulting experience, including substantial experience in managing the business associated with client requirements.

Required Education: B.S./B.A. or equivalent experience, and CPA or equivalent.

Project Manager - The term "Project Manager" defines a person, designated by the contractor, who has complete authority to act for the contractor during the term of the contract.

It is the responsibility of the contractor to appoint a Project Manager who is experienced and competent in the duties specified below. The Project Manager must be available to act for the contractor to oversee and coordinate the services described in this contract or individually defined task orders. The Project Manager will direct the completion of tasks within required milestones and financial budget.

Specific duties: Project Management duties include, but are not limited to, managing all required services; communicating with the Government; monitoring Supervisors; keeping personnel informed of and trained in all aspects of their positions, tasks, and duties; planning and scheduling all work requirements and training; preparing reports; establishing and maintaining records; and ensuring quality control.

Experience: A minimum of five (5) years relevant experience in project management responsibilities, supervising personnel, and interaction with clients.

Required Education: B.S./B.A. or equivalent experience, and CPA or equivalent.

Senior Manager – A manager who performs a wide variety of complex technical and support services including the ability to supervise the work performed and schedules on specific task orders and insuring that work is implemented in a timely manner. Ensures quality services are delivered.

Specific duties: Applies analysis and evaluation techniques to manual and automated processes within a limited area of capability. Advanced system analytic and electronic skills.

Experience: A minimum of three (3) years relevant experience in Program Management responsibilities.

Required Education: B.S./B.A. or equivalent experience, and CPA or equivalent.

Accounting Manager – A full-time on-campus manager who demonstrates ability to supervise or lead a team of financial management professionals. Possess a thorough knowledge of Federal financial and accounting system requirements, and performs a wide variety of complex technical and support financial services as assigned in individual task orders.

Specific duties: Applies analysis and evaluation techniques to manual and automated processes within a limited area of capability.

Works independently under overall project guidelines and typically manages accountants/analysts in project-level groups

Experience: Three (3) years experience in management, and in resolving management and organizational problems is required for this labor category. Advanced system analytic and electronic skills.

Required Education: B.S./B.A. or equivalent experience, and CPA or equivalent.

Senior Accountant/Analyst – Performs a wide variety of complex technical and support services involving financial management and the ability to take on increased responsibilities as a team leader or first level supervisor as well as other related duties as assigned in individual task orders.

Specific duties: Applies analysis and evaluation techniques to manual and automated processes within a limited area of capability. Experience in operational accounting and/or auditing with demonstrated ability to lead a team of accounting analysts. Serves as a leader ensuring that a group of accounting analysts is working in concert to integrate business, accounting, and financial services as defined in task orders.

Experience: Five (5) years of accounting and financial management experience including time as a team leader. Advanced system analytic and electronic skills.

Required Education: BA/BS or equivalent experience.

Staff Accountant/Analyst – Experience in accounting/financial management with a demonstrated ability in areas such as cost and financial accounting techniques, accounting operations, and business management. Possesses knowledge of financial and accounting policies.

Specific Duties: Serves as team member, helping ensure that a group of accounting analysts is working in concert to integrate business, accounting, and financial services as defined in task orders.

Experience: Three (3) years or less of accounting and financial management experience.
Required Education: B.S./B.A. or equivalent experience. System analytic and electronic skills.

Accounting Technician - Experience in accounting/financial management. Possesses skills necessary to perform financial and accounting functions.

Specific Duties: Provides support to a group of accounting analysts working in concert to integrate business, accounting, and financial services as defined in task orders.

Experience: Two (2) years or less of accounting and financial management experience.
Required Education: Not Applicable.

Administrative Assistant – Experience in word processing, using electronic spreadsheets and other administrative software products.

Specific Duties: Provides Administrative support, as needed based on work being performed as defined in task orders.

Experience: One (1) year or less of related experience is required.

Required Education: Not Applicable.

SECTION D – PRESERVATION, PACKING, AND MARKING

D.1. PRESERVATION, PACKING, AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label. In addition, each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the deliverable item number or reporting requirement that requires the delivered item(s) and indicates whether the contractor considers the delivered item(s) to be partial or full satisfaction of the requirement.

SECTION E – INSPECTION AND ACCEPTANCE

E.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 “CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. The full text of these clauses may be accessed electronically at these Internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

52.246-6 Inspection – Time-and-Material and Labor-Hour (MAY 2001)

E.2. INSPECTION AND ACCEPTANCE

The USPTO has the right to inspect all services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance in accordance with Clause 52.246-6, and any other provisions specified in this contract. The Government reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform in all respects to the contract requirements. Services that are found not in conformance with contractual or task order requirements shall be promptly rejected. The COTR or Contracting Officer shall submit a formal letter advising the contractor of the rejection.

SECTION F – DELIVERIES OR PERFORMANCE

F.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The full text of these clauses may be accessed electronically at these Internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

- 52.242-15 Stop Work Order (AUG 1989)
 52.242-17 Government Delay of Work (APR 1984)
 52.247-35 F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.2. NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he/she anticipates difficulty in complying with the contract delivery schedule or completion 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 Contracting Officer 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 any rights or remedies provided by law or under this contract.

F.3. DELIVERY

Period of Performance

BASE YEAR – LOT 1	POP:	12/01/2006	-	01/31/2008
OPTION YEAR I – LOT II	POP:	12/01/2008	-	01/31/2009
OPTION YEAR 11 – LOT III	POP:	12/01/2009	-	01/31/2010
OPTION YEAR III – LOT IV	POP:	12/01/2010	-	01/31/2011
OPTION YEAR IV – LOT V	POP:	12/01/2011	-	01/31/2012

F.4. PLACE OF PERFORMANCE

Unless otherwise specified in individual task orders, the place of performance is the following: USPTO Office of Finance, Carlyle Place, 2051 Jamieson Avenue, Alexandria, Virginia 22313-1450.

F.5. DELIVERABLES AND SUBMISSION DATES

Assigned tasks will be performed in accordance with the requirements for deliverables and time schedules defined in the specific task orders issued under this contract. The Contracting Officer's Technical Representative (COTR) will review and approve all deliverables. Based upon the results of these reviews, the Contractor may be required to perform corrective or additional work within the contract scope, which shall be performed at no additional cost to the Government.

All deliverables shall be submitted first in draft form. The Government will have 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 deliverables. Deficiencies in draft and final deliverables shall be corrected by the Contractor within ten (10) working days. In addition to the services required under the contract, the Contractor shall be required to provide the following deliverables:

1. Monthly Progress Reports, the Contractor shall prepare and submit three (3) copies of the monthly progress report to the COTR. The monthly progress reports shall be brief and factual. The monthly progress reports shall include a summary of the tasks performed for all hours and dollars incurred.
2. Analyses and reports, schedules and spreadsheets, documentation, management plans, technical studies, computer graphic, presentation, work papers, and other similar products shall be required in performing task requirements.

F.6. 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:

1. Name and business address of Contractor
2. Contract number and task order number
3. Name, position, and office location of the COTR
4. Date of report

F.7. PLACE/TIME OF DELIVERY

The Deliverable items to be furnished hereunder shall be delivered to the COTR. The Government will require deliveries to be made according to schedules specified in the individual task orders.

F.8. MEETINGS

The Contractor shall conduct monthly status review briefing with the COTR or designated alternate. The briefing shall include, but is not limited to, the following:

1. Work completed during the reporting period
2. Status report on all tasks
3. Work schedule for the next reporting period
4. Identification of any problems or delays and recommendations as to their solution

Additional meeting between the Contractor and the Government will be held on an "as-required basis" during the performance of the contract. Unless otherwise mutually agreed, the meeting will be held at the Government's location.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The performance of work required herein shall be subject to the technical direction of the appointed Contracting Officer's Technical Representative (COTR) or designee with respect to technical matters pertaining hereto. As used herein, - Technical Direction - is direction to the contractor, which defines in specific tasks stated in individual task orders, or otherwise supplements the scope of work. Technical Direction - must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other Clause of this contract. To be valid, technical direction:

Must be issued in writing consistent with the general scope of work set forth in the contract;

Shall not change the expressed terms, conditions, or specifications incorporated into this contract; and

Shall not constitute a basis for extension to the contract delivery schedule or contract price.

The COTR is authorized to:

Act as a liaison and to coordinate contractor/government activities;

Arrange for and coordinate the use of government resources (personnel, space, documents, etc.);

The Government may change the COTR at any time without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

The COTR does not have the authority to alter the contractor's obligations under the contract; direct changes that fall within the purview of the clause entitled – Changes – (FAR Clause 53.243-3) and/or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

A copy of all written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer at the address set forth in Section G.3.

G.2. CONTRACT ADMINISTRATION

This contract will be administered by:

Paul L. Brinckhaus, Contracting Officer
United States Patent and Trademark Office
Office of Procurement
600 Dulany Street
Madison East Building, Room 7C49
Alexandria, Virginia 22313-1450
Telephone: 571-272-7992
Email: paul.brinckhaus@uspto.gov

Written communications shall make reference to the contract or task order number and shall be mailed to the above address.

G.3. PAYMENT PROVISIONS FROM THE FAR APPLICABLE TO THIS CONTRACT

The current FAR clause entitled Prompt Payment (Oct 2003) 52.232-25 is incorporated by reference.

Subdivision (a)(5)(i) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: Government acceptance shall be deemed to have occurred constructively on the 30th day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract.

The COTR will certify the invoice for payment and forward the invoice to the Finance Office specified below for payment. Negative inspection results will be reported immediately to the Contracting Officer.

The office that will make the payments due under this contract (i.e., the designated payment office) is:

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

All invoices submitted for payment shall contain the following basic information:

Contract Number
Task Order Number
Description, price, and quantity of services actually rendered by labor category and program code
Date of the invoice
Invoice Number
Date service was performed
Contractor complete mailing address, including zip code and telephone number
Contractor's Tax Identification Number (TIN)

G.4. ELECTRONIC PAYMENT INFORMATION

The information required by the clause at FAR 52.232-28, Electronic Funds Transfer Payment Methods, shall be forwarded by the Contractor to the below-designated office.

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

If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financial institution pursuant to the clause FAR 52,232-23, Assignment of Claims, the Contractor shall provide that form to the assignee for completion.

G.5. COTR INVOICE CERTIFICATION

All invoices must be certified by the COTR. The following statement must be added to the invoice:

COTR'S Invoice Certification

I certify to the best of my knowledge and belief that the supplies / services stated on the contractor invoice have been inspected and accepted in accordance with the terms and conditions of the contract.

COTR Signature

Date

If services are rejected for failure to perform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25 - See Section I) will apply to the new acceptance of replacement services.

G.6. INVOICE FOLLOW-UPS

All follow-up invoices shall be marked - Duplicate of Original - Contractor questions regarding payment information should be directed to the COTR, (571) 272-6323.

G.7. GOVERNMENT FURNISHED EQUIPMENT

USPTO will furnish office automation equipment and general office supplies that are used at the work location site.

G.8. DESIGNATED CONTRACT COTR

The Contracting Officer hereby designates the individual (s) named below as the Contracting Officer's Technical Representative (COTR):

Name: Mr. Dennis Detar
Address: U.S. Patent & Trademark Office
2051 Jamieson Avenue
Carlyle Place, Room CPL03-3210
Alexandria, Virginia 22313-1450
Telephone: (571) 272-6323

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1. CONTRACT TYPE

This is a Labor Hour type contract. Individual task orders will be issued based on fixed-price labor rates.

H.2. ORDERING

Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the beginning of the performance period through the end of the performance period.

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

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

Each task order (Labor Hour) issued hereunder will contain a dollar ceiling, which the contractor shall not exceed except at its own risk.

H.3. ORDERING ACTIVITY

Supplies and services to be furnished under this contract shall be ordered by issuance of task orders issued by the Contracting Officer.

H.4. ORDERING PROCEDURES

Issuance of task orders (TO) will be the responsibility of the Contracting Officer.

In responding to the COTR's request for cost information prior to TO issuance and subsequent implementation of TO requirements, the contractor will assure that all aspects of the requirements are accommodated.

TOs will be numbered in a format prescribed by the Contracting Officer containing as a minimum:

Task Order Number

Contract Number

Accounting and Appropriation Data

Funding

Description of Work to be performed

Period of Performance

Labor category description including quantity and unit price

Any other pertinent information

It is understood that in exceptional cases, some TOs may be of a time-sensitive nature requiring immediate initiation of work prior to issuance of a formal TO. In such cases, upon informal agreement between the Contractor and the Contracting Officer, work may be initiated prior to issuance of a task order. A task order reflecting the agreement will be issued within ten working days from the date of the informal agreement.

When, in the opinion of the contractor, the TO requires amendment, expansions, or change as to produce additional or collateral results of benefit to the Government, the contractor shall advise the Contracting Officer through the COTR, and the parties hereto shall arrive at a mutual agreement prior to performance of such additional or collateral work. Such agreements shall be formalized by amendment of the contract, or by issuance of an amended task order as appropriate.

H.5. TASK ORDER PERFORMANCE

It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any delivery/task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery/task order. Accordingly, in the performance of any delivery/task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

H.6. TASK ORDER EVALUATION REPORTS

The Government may require that each USPTO component prepare a formal evaluation report on the appropriate task order and assign a performance rating for contractors performance. For continuous task orders with an interruption of performance, these reports may be required on an annual basis. These reports will be made available to the contractor in accordance with Section 42.15 of the FAR.

The reports will be considered in awarding additional task orders and in the Government's unilateral exercise of option year renewals. The Government will make available the agency evaluation reports to Federal Agencies seeking past performance information of the contractor as part of a Federal contract procurement.

H.7. INDEMNIFICATION

Responsibility for Government-owned or -leased Property and Equipment

During contract performance, the contractor shall be responsible for all negligent acts or omissions of its employees. In this regard, the contractor shall, at no cost to the Government and at the Government's option, replace or compensate the Government for any damage to or loss of Government-owned or -leased property caused by such negligent acts or omissions.

Responsibility for Contractor or Third Party-owned or -leased Property and Equipment

The Contractor shall indemnify the Government against any and all liability claims for loss or damage to any contractor owned or leased property occurring as a result of negligence or omissions by employees of the contractor in connection with the performance of work under the terms of this contract.

Responsibility for Property and Equipment Damaged or Lost through no fault of the Contractor or the Government

Property damage or loss that occurs through no fault of either the contractor, or the Government shall be the responsibility of the party holding title to or having leased the property.

Contractor Actions

The Contractor shall indemnify and hold the Government, its agents and employees, harmless against any financial loss or liability, including costs and expenses, arising from any negligent or wrongful act, or omission, or malpractice, on the part of the Contractor, or any of its agents or employees, during the Contractor's performance under this contract. The Contractor also agrees that if the Government suffers any financial loss or liability because of any negligent or wrongful act, or omission, or malpractice, by the Contractor, or any of its agents or employees, the Department may offset any such sums against any money in the Department's possession, which would otherwise be due and payable to the Contractor.

H.8. PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES

The performance of personal services under this contract is strictly prohibited.

Personal service contracting is described in Section 37.104 of the FAR. There are a number of factors, when taken individually or collectively, which may constitute personal services. Each contract arrangement must be judged in light of its own facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing this contract?

The government and the Contractor understand and agree that the support services to be delivered under this contract are non-personal services in nature and that no employer-employee relationships exist or will exist under the contract between the government and the contractor or between the Government and the contractor's employees.

Contractor personnel under this contract shall not:

Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.

Be placed in a Federal staff or policy-making position.

Be placed in a position of supervision, direction, or evaluation over USPTO personnel, or personnel of other contractors, or become a part of a government organization.

Employee Relationship

The services to be performed under this contract are not personal services and therefore, the contractor or its employees are not to make decisions on behalf of the government.

Rules, regulations, direction, and requirements, which are issued by USPTO management under their responsibility for good order, administration, and security, are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal services contract.

The Contractor shall immediately advise the Contracting Officer if any Government employee to perform directs the Contractor or its employee's work that the Contractor believes constitutes personal services.

Contractor Management Responsibility

The Contractor is required to provide appropriate management of this contract and its associated work including assigning a Project Manager. The name of the proposed Project Manager and his/her education, work experience, and any pertinent background information must be provided to the COTR. The Project Manager must meet the requisite skills to fulfill the government's requirements.

The Project Manager must be able to respond immediately to on-site problems with Contractor employees or be available for on-site meetings that are planned in advance or required on short notice (day of request).

The Project Manager should be authorized to prepare and deliver work plans required in response to task orders issued by the USPTO, to negotiate and execute task orders, to provide data and information to the Government as required, to perform all necessary hiring and firing activities in support of this contract, and to take any and all other actions required to ensure the timely and cost effective accomplishment of work.

The Project Manager is required to monitor performance under the contract and promptly provide the Government with information on problems identified and a plan for resolving such problems. Both oral and written notice of all problems that affect or potentially affect the contract, deliverables, and/or schedules must be provided to the CO and the COTR. Written notice should be provided within 24 hours of any verbal or written notice.

As required by the Government, the contractor will provide information and/or data needed to assist the USPTO in responding to inquiries, questions, reviews, inspections, audits, and/or investigations being conducted in the USPTO.

Under each Task Order, the contractor is responsible to ensure that the appropriate contractor staff is available to perform the work set forth in this statement of work. The contractor employee's absence shall not excuse the contractor from fulfilling the required services as specified in individual task orders.

The Contractor is responsible for all on-site supervision and training of the Contractor's employees. USPTO will be responsible to provide training for any software that is exclusively used by USPTO.

All Contractor employees must be clearly identified. Contractor badges will be issued upon a successful background check; on the email address, the company name of the contractor will be listed after the name of the contractor employee; the contractor is required to identify themselves as a contractor in emails, while attending any meetings, and any time that the contractor employee is performing duties under this contract.

The Contractor shall appoint a supervisor/manager who will be the contractor's authorized representative for technical and administrative performance of all services required hereunder. The supervisor shall provide the single point of contact through which all contractor/government communications, work, and technical direction shall flow. The supervisor shall receive and execute, on behalf of the contractor, such technical direction as the COTR may issue within the terms and conditions of the contract. All administrative support of contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the contractor.

H.9. 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. 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.10. GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

The contractor shall obtain and wear contractor identification passes. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

(Contract Language for use by Contracting Officers for Low Risk and Moderate Risk Contracts Contractors -

Each contract employee working for over 180 days under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI). (NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

Investigative Processing -

The COTR, in conjunction with the contractor's Project Manager, is responsible for Initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- Have official legal status in the United States; and
- Have continuously resided in the United States for the last 2 years

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

Falsification of information entered on the investigative forms.

Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.

Any behavior judged to pose a potential threat to USPTO personnel or property.

Failure to comply with these requirements may result in the cancellation of this contract.

All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to the USPTO Security Office.

All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such action shall not excuse the Contractor from the responsible performance of all tasks under the contract.

The Security Manual and additional memos from the USPTO Director of Security, as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.

This clause also applies to any subcontractors or consultants used by the Contractor.

H.11. OBSERVANCE OF LEGAL HOLIDAYS/FEDERAL NON-WORK DAYS

The following legal holidays are observed by this Government Agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall 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.

The Contractor shall establish duty hours for Contractor employees in accordance with each task requirements. USPTO shall not be liable for costs incurred as a result of Contractor performance when administrative leave has been granted to USPTO. The Contractor shall comply with the U.S. Government holidays; therefore, the USPTO Campus is closed to the Contractor's staff on the day(s) these holidays are observed.

It is the responsibility during the period of performance of this contract that the prospective contractor obtains a calendar of Federal Holidays. The Office of Personnel Management website has current listings. **The website is <http://www.opm.gov/fedhol/>**

H.12. ORGANIZATIONAL CONFLICT OF INTEREST

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.

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

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

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

H.13. 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, as a minimum, the amounts of insurance coverage indicated below:

Workers Compensation and Employers 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. Employee'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.

General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

Property Damage liability insurance shall be required in the amount of \$10,000.

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.

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.14. KEY PERSONNEL

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

Engagement Partner
Program Manager (Director)
Senior Manager

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 the following paragraph below. After the initial 90-day period, the Contractor shall submit the information required by the following paragraph to the Contracting Officer at least 15 days prior to making any permanent substitutions.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete résumés for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to 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.

H.15. SUPERVISION OF CONTRACTOR'S EMPLOYEE

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.16. WORKING FILES

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

H.17. DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO 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 PTO, 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 gained throughout contract performance whether title thereto vests in the PTO 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 consultants used by the Contractor.

H.18. SECURITY AND USAGE OF PATENT INFORMATION

Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. In addition pursuant to secrecy order provisions of 35 U.S.C. 181-188, work under this contract may affect national security. Information contained in any patent application file(s) are restricted to authorized Contractor personnel having a need to know.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent file (in any form whatsoever) except to perform the work under this contract. Further, the Contractor shall not copyright or make any use or disclose 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 for performing the work procured under this contract.

Patent documents or copies of information contained therein, patent applications and abandoned files, when furnished to the Contractor by the PTO, shall be handled in accordance with the provisions of:

- (1) 35 U.S.C. 122
- (2) 18 U.S.C. 207(l)
- (3) 37 U.S.C. 1.14
- (4) 35 U.S.C. 181-188

All personnel employed in data preparation work on this contract, or otherwise having access to patent files or data or information concerning the same shall take the following oath, or affirmation, signed in writing:

"I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under Contract DOC50-PAPT-06-01028 or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's files, 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.

Duplication of confidential material by the Contractor is forbidden except as specified in this contract.

The Contractor shall transport all documents, film and all other communications and storage media used in the performance of this contract between the Contractor's work site and the PTO. This includes pickup of work to be done from PTO offices and delivery of completed work to designated PTO offices.

H.19. GOVERNMENT-FURNISHED DATA

The Government shall deliver to the Contractor, as may be requested, Government-furnished data during the performance of this contract. Government-furnished data will be delivered to the **Contractor as specified in each task order.**

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

Upon completion or termination of this contract, the Contractor shall return to the Government all Government-furnished data in the same condition as received

H.20. LIMITATION OF FUTURE CONTRACT AWARDS

It is agreed by the parties to this contract that the Contractor will be restricted in its future dealings with the PTO/Department of Commerce (DOC) in the manner described below. Except as specifically provided in this provision, the Contractor shall be free to compete for PTO/DOC business on an equal basis with other individuals and organizations.

If the Contractor, under the terms of this contract or through the performance of tasks pursuant to this contract is required to perform as described in (1) or (2) below, the Contractor shall be ineligible to participate in any resultant work as a prime or subcontractor on any pending or ongoing requirement:

(1) Development of specifications and statements of work when such specifications or statements of work are incorporated into a solicitation or existing contract.

(2) Provision of technical evaluation of other Contractors' offers or products.

Such restrictions shall remain in effect for three (3) years following the completion date of performance of the described services.

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of others, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and **agrees not to use it to compete with such individuals or organizations.**

This clause also applies to any subcontractors and consultants of any tier used by the Contractor.

H.21. DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontracts 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.22. ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.23. 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 Contracting Officer 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.24. CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

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/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) 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 a of title 5, Unites 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:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/osy/>).
- (3) 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.

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.

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, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 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:

OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>); 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 DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>). National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, 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 resulted 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 IT 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.

(3) The Contractor shall incorporate this clause in all subcontracts.

H.25. CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS /SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS

(a) Contractor personnel requiring any access to AISs 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:

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 Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

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

Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's 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.

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 than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

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 Operating 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 from 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 completion of an appropriate investigation based upon the risk level assigned to the contract.

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

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

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's 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.

(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.26. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12) IN CONTRACTS

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

PART II – CONTRACT CLAUSES**SECTION I – CONTRACT CLAUSES****I.1. CLAUSES INCORPORATED BY REFERENCE (FEB 1993) FAR 52.252-2**

This solicitation and any resultant contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Unless otherwise noted, all clauses bear the effective date of April 1984. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at these Internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

<u>FAR Clause No.</u>	<u>Clause Title</u>
52.202-1	<u>Definitions</u> (JUL 2004)
52.203-3	<u>Gratuities</u> (APR 1984)
52.203-5	<u>Covenant Against – Contingent Fees</u> (APR 1984)
52.203-6	<u>Restrictions on Subcontractor Sales to the Government</u> (JUL 1995)
52.203-7	<u>Anti-kickback Procedures</u> (JUL 1995)
52.203-8	<u>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</u> (JAN 1997)
52.203-10	<u>Price or Fee Adjustment for Illegal or Improper Activity</u> (JAN 1997)
52.203-11	<u>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</u> (SEPT 2005)
52.203-12	<u>Limitation on Payments to Influence Certain Federal Transactions</u> (SEPT 2005)
52.204-4	<u>Printed or Copied Double-sided on Recycled Paper</u> (AUG 2000)
52.204-6	<u>Data Universal Numbering System (DUNS) Number</u> (OCT 2003)
52.204-7	<u>Central Contractor Registration</u> (OCT 2003)
52.204-9	<u>Personal Identity Verification of Contractor Personnel</u> (JAN 2006)
52.215-2	<u>Audit and Records – Negotiation</u> (JUN 1999)
52.215-8	<u>Order of Precedence – Uniform Contract Format</u> (OCT 1997)
52.215-14	<u>Integrity of Unit Prices</u> (OCT 1997)
52.222-3	<u>Convict Labor</u> (JUN 2003)
52.222-19	<u>Child Labor – Cooperation with Authorities and Remedies</u> (JAN 2006)
52.222-26	<u>Equal Opportunity</u> (APR 2002)
52.222-35	<u>Affirmative Action for Special Disabled Veterans and Veterans of the Vietnam Era</u> (DEC 2001)
52.222-36	<u>Affirmative Action for Workers with Disabilities</u> (JUN 1998)
52.222-37	<u>Employment Reports on Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans</u> (DEC 2001)

52.222-38	<u>Compliance with Veterans' Employment Reporting Requirements</u> (DEC 2001)
52.222-39	<u>Notification of Employee Rights Concerning Payment of Union Dues Or Fees</u> (DEC 2004)
52.222-50	<u>Combating Trafficking in Persons</u> (APR 2006)
52.223-6	<u>Drug-Free Workplace</u> (MAY 2001)
52.223-10	<u>Waste Reduction Program</u> (AUG 2000)
52.224-2	<u>Privacy Act</u> (APR 1984)
52.232-7	<u>Payments under Time-and-Materials and Labor-Hour Contracts</u> (AUG 2005)
52.232-11	<u>Extras</u> (APR 1984)
52.232-17	<u>Interest</u> (JUN 1996)
52.232-18	<u>Availability of Funds</u> (APR 1984)
52.232-23	<u>Assignment of Claims</u> (JAN 1986)
52.232-33	<u>Payment by Electronic Funds Transfer – Central Contractor Registration</u> (OCT 2003)
52.233-1	<u>Disputes</u> (JUL 2002)
52.233-3	<u>Protest After Award</u> (AUG 1996)
52.233-4	<u>Applicable Law for Breach of Contract</u> (OCT 2004)
52.237-3	<u>Continuity of Services</u> (JAN 1991)
52.242-13	<u>Bankruptcy</u> (JUL 1995)
52.243-4	<u>Changes</u> (AUG 1987)
52.245-5	<u>Government Property (Labor-Hour Contracts)</u> (MAY 2004)
52.249-6	<u>Termination for Convenience (Cost-Reimbursement) Alternate IV</u> (SEP 1996)
52.249-14	<u>Excusable Delays</u> (APR 1984)
52.219-14	<u>Limitations on Subcontracting</u> (DEC 1996)

CLAUSES INCORPORATED IN FULL TEXT

I.2. 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to the termination of the contract.

I.3. 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend within 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

The “effective period of the contract” clause for each respective option period is as follows:

BASE YEAR – LOT I	POP:	12/01/2006	-	01/31/2008
OPTION YEAR I – LOT II	POP:	02/01/2008	-	01/31/2009
OPTION YEAR II – LOT III	POP:	02/01/2009	-	01/31/2010
OPTION YEAR III – LOT IV	POP:	02/01/2010	-	01/31/2011
OPTION YEAR IV – LOT V	POP:	02/01/2011	-	01/31/2012

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 68 months.

I.4. SECTION 8(a) DIRECT AWARDS (PTO-7)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the USPTO. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by the Contracting Officer at the time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to the SBA (as required by the SBA’s 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in the termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(End of Clause)

I.5. 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ [*insert name of SBA's contractor*] will notify the _____ [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

J.1. No Attachments

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005) 52.203-11

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2. Taxpayer Identification (Oct 1998) 52.204-3

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) *Common parent.*

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

Name and TIN of common parent:

Name _____

TIN _____

K.3. Data Universal Numbering System (DUNS) Number (Oct 2003) FAR 52.204-6

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

K.4. Annual Representations and Certifications (Jan 2006) FAR 52.204-8

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541211.

(2) The small business size standard is \$7.5 million.

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

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

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

(c) 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
_____	_____	_____	_____

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

K.5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001) FAR 52.209-5

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6. Place of Performance (Oct 1997) FAR 52.215-6

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET
ADDRESS, CITY, STATE, COUNTY, ZIP
CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE
PLANT OR FACILITY IF OTHER THAN OFFEROR OR
RESPONDENT

K.7. Small Business Program Representations (May 2001) FAR 52.219-1

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541211.

(2) The small business size standard is \$7.5 million.

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

(b) Representations.

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

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

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

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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

K.8. Previous Contracts and Compliance Reports (Feb 1999) FAR 52.222-22

The offeror represents that—

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

K.9. Affirmative Action Compliance (Apr 1984) FAR 52.222-25

The offeror represents that—

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

K.10. Representation of Limited Rights Data and Restricted Computer Software (May 1999) FAR 52.227-15

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data—General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]—

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

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

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

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. DESCRIPTION

All responses shall reference solicitation no. DOC52PAPT0601028. This requirement is a 100% set-aside for a certified 8(a) small disadvantaged business concern. USPTO anticipates award on a competitive basis via a labor hour type contract with firm fixed price labor hour prices. The USPTO reserves the right to make multiple awards for this requirement. This is a competitive procurement, which has been designated as an 8(a) small disadvantaged business set-aside utilizing NAICS 541211 with an annual size standard of \$7.5m. The total period of performance is for a one-year base period with options to extend the contract for four additional one-year periods, not to exceed a total of five years. The only work authorized under this contract is work ordered by the government through the issuance of task orders. Work performed under this contract is subject to satisfactory negotiation of individual task orders.

If an offeror wants to compete for the contract described in this request for proposal (RFP), then a proposal must be submitted that includes the following: (1) an offer, (2) information about the offerors past performance, and (3) résumés.

When evaluating proposals (see section M), the USPTO will consider how well the offeror complied with the instructions outlined in this solicitation. The USPTO will consider any significant failure to comply with these instructions to be indicative of what could be expected during contract performance.

L.2. SUBMISSION OF PROPOSALS

Each offeror must submit the following written information by the date established for receipt of proposals:

OFFER:

- Signed and completed *SF 33, Solicitation, Offer, and Award (blocks 12 through 18)*
- Completed Pricing Schedule showing all proposed prices for each CLIN
- Completed Representations & Certifications (Section K)

INFORMATION ABOUT OFFEROR’S CAPABILITY:

- Past Performance information
- Résumés

Failure to provide this information or the furnishing of incomplete information may result in a proposal not being considered for contract award.

The following table provides a summary of the required written material:

<i>Section</i>	<i>Contents</i>	<i>Notes</i>
Section 1	Past Performance Information	<i>15-page limit</i>
Section 2	Résumés	
Section 3	Completed Pricing Schedule	

L.3. OFFER

The offer must consist of the following: (1) Signed and completed *SF 33 (blocks 12 through 18)*, (2) Completed pricing schedule showing all proposed firm fixed prices for each CLIN inserted in the appropriate blank spaces, and (3) Completed Representations & Certifications.

The completion and submission to of the above information will constitute your unconditional assent to the terms and conditions in this solicitation. The acceptance of your offer by the USPTO will create a binding contract.

The USPTO will not evaluate or otherwise entertain alternate or other proposals that do not comply with to the terms of the RFP. If you (1) fail to comply with the terms, (2) propose additional terms, (3) fail to submit any of the information described in these instructions, then your offer will be considered unacceptable, which will make you ineligible for contract award.

The USPTO intends to award the contract without discussions. Please contact the contracting officer before submitting *an alternate* proposal or an offer that otherwise does not comply with the terms in the RFP. The USPTO reserves the right to conduct discussions if they are considered to be in the best interests of the Government.

L.4. PAST PERFORMANCE INFORMATION

Offerors shall describe their past experience and performance in providing work similar to the services described in section C of the RFP. Offerors shall provide references on at least three Federal, state or local government or private contracts under which work has been performed that is similar to the work described in the scope of work in section C. Past performance references should be current contracts or completed within the last three years. Offerors shall include the names of points of contact; current telephone number and email address for each reference that will verify that they have performed work that is similar in size and scope to the work described in this RFP. Offerors shall make sure that reference information is up to date and that each reference will cooperate with the USPTO. Offerors shall not give the name of a reference unless they have made sure that the USPTO can reach that reference at the telephone number, and email address provided, and that they will provide the information that the government needs.

L.5. RÉSUMÉS

Offerors shall provide information on the experience and qualifications (résumés) of the individuals identified as Key Personnel as listed in section H.16.

L.6. SUBMISSION REQUIREMENTS FOR INFORMATION ABOUT THE OFFEROR'S CAPABILITY

All proposal documents shall be submitted as outlined below:

- 15-page limit
- paper form (one original and three (3) copies) on white, untextured paper;
- one copy on a CD formatted for Microsoft Office 2000 (or newer);
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents shall be black;
- the font shall be 12 pt size;

The electronic copy shall exactly match print versions of the submitted documents. In the event

of discrepancies between the two, printed documents take precedence. The electronic copy shall be accompanied by a printed inventory that identifies all the file contents and their electronic formats. In addition, the electronic file shall be labeled with your company's name, RFP number, and submission date. 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. DOC52PAPT0701002 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), November 24, 2006.

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

U.S. Postal Service

U.S. Patent and Trademark Office
Attn: Paul L. Brinckhaus
Office of Procurement
Mail Stop 6
PO BOX 1450
Alexandria, VA 22313-1450

*Hand carried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
Attn: Paul L. Brinckhaus
Office of Procurement
Madison East
7th Floor, Corridor C, Room 49
600 Dulany St.
Alexandria, VA 22313-1450

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.

***The right of ingress and egress to and from USPTO facilities for Contractor personnel is controlled by security. Therefore, Offerors are responsible for allowing sufficient time to be processed through security to ensure that USPTO's Office of Procurement receives its proposals by the time and date specified above.**

L.7. QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to paul.Brinckhaus@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/currproj.htm>. The identity of the author and associated company name that submitted the question will not be published. All questions regarding the RFP are due by 2:00 p.m. EST. November 10, 2006. 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.

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

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. EVALUATION

The USPTO will award a contract resulting from this solicitation to the responsible offeror or offerors whose offer conforming to the solicitation represents the best value and will be most advantageous to the Government, price and other factors considered. An offer must be acceptable in order for the offeror to be eligible for award. The USPTO will not award a contract on the basis of an unacceptable offer. The following factors shall be used to evaluate proposals: (1) price, (2) past performance information and (3) résumés. Past performance information and résumés are significantly more important than price. However, the relative influence that any of the factors will have on the source selection decision will depend on the differences among the competitors.

In making the source selection decision(s), we will rank the competing proposals from best to worst by making a series of paired comparisons, making tradeoffs between the differences in the non-price factors and the differences in price.

If a proposal is better in terms of non-price factors and has the lower price, then we will consider that offeror to be the better value.

If a proposal is better in terms of non-price factors but has the higher price, we will determine whether the differences in the non-price factors are worth the difference in price. If we consider the differences in non-price factors to be worth the difference in price, then we will consider the proposal with the higher price to be the better value. If not, we will consider the offeror with the lower price to be the better value.

We will continue to make paired comparisons in this way until we have identified which proposal represents the best value.

The assessment of the offeror's past performance and résumés will be used as a means of evaluating the relative capability of the offeror to successfully meet the requirements of the solicitation.

M.2. PAST PERFORMANCE INFORMATION

Past Performance is a measure of the degree to which an offeror has satisfied its customers in the past and complied with federal, state, and local laws and regulations. Our assessment of your past performance will be subjective and based on your reputation with your customers and others, and on our analysis of official and public records. The USPTO may contact an offeror's customers to ask whether or not they believe that the offeror: (1) was capable, efficient, and effective; (2) conformed to the terms and conditions of its contract; (3) was reasonable and cooperative during performance; (4) was committed to customer satisfaction and (5) performed services within quoted prices. In evaluating past performance, the USPTO may contact some of the references provided by the offeror and other sources of information. The USPTO may consider the past performance of the offeror's proposed key subcontractors. If adverse past performance information is received about an offeror, the offeror will be given an opportunity to respond to this information. The offeror's response will be considered prior to the assignment of a final past performance rating.

M.3. RÉSUMÉS

Résumés of key personnel will be evaluated to assess and evaluate the qualifications and type of personnel employed by the Offeror to perform services of the proposed contract. The USPTO will assess the understanding of requirements by the individuals proposed in résumés.

If held, the USPTO will evaluate oral presentations to further test the offeror's knowledge of the requirements of the prospective contract and analyze the likelihood of the offeror's ability to fulfill all requirements of the contract within their proposed prices.

M.4. PRICING

Price will be evaluated by multiplying line item unit prices by the estimated quantities to obtain subtotals for each line item. The subtotals for each line item will be summed to obtain a total price for the period of performance. This will be done for each period of performance. The sum of the total prices for each period of performance will be the total evaluated price.

M.5. TRADE-OFF PROCESS AND CONTRACT AWARD

The USPTO will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation represents the best value and will be most advantageous to the Government, price and other factors considered. The USPTO reserves the right to trade-off between price and non-price factors and award the contract to other than the lowest priced offeror.

The USPTO reserves the right to amend the terms of this RFP at any time prior to the source selection decision. If so, offerors will have an opportunity to modify their offers.

M.6. ORAL PRESENTATIONS

The USPTO reserves the right to request oral interviews (oral presentations) to assess the understanding of the requirements by the individuals proposed in résumés. Upon analysis of the Offer and Past performance information, and if oral presentations are needed, the Government will limit the number of offerors that make oral presentations to those offerors deemed most likely to be considered for award.

If oral presentations are held, the Contracting Officer will notify each offeror of the date, time, and location of its oral presentation. Information communicated in the oral presentation will not become a part of any contract resulting from this solicitation. Oral presentations are not considered discussions.

M.7. AWARD WITHOUT DISCUSSIONS

The USPTO intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price, past performance information, and resume 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 Government will limit the competitive range to the three (3) highest evaluated Offerors. Also, in accordance with the PTAG, the USPTO Contracting Officer may conduct discussions with only the highest ranked Offeror 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.

An electronic version of the PTAG may be accessed at
(<http://www.uspto.gov/web/offices/ac/comp/proc/toc.htm>),