

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PERFORMANCE-BASED SERVICES CONTRACT

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

B.2 TYPE OF CONTRACT

The U.S. Patent and Trademark Office (USPTO) will award a single contract resulting from the solicitation. This is a 100% small business set-aside acquisition. All of the Contract Line Item Numbers (CLINs) under the contract are Time and Materials (T&M) or Labor Hour with the exception of CLIN 0003 which is Firm Fixed Price (FFP). The USPTO will order work under the contract via the issuance of task orders.

B.3 CEILING PRICE

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

B.4 COST/PRICES

- a. The Contractor shall provide the services under the contract at the fixed hourly rates proposed (Offeror must fill in) in Attachment "1" to the solicitation. The specified fixed hourly rates shall incorporate all costs including wages, overhead, general and administrative expenses, and profit.
- b. In addition, contract-level program management support costs shall also be included in the fixed hourly rates proposed in Attachment "1" to this RFP and encompass support for contract-level management, reporting requirements (see Section F) and related travel and meeting attendance costs associated with the Offeror's program management staff, as it relates to overall management of the IT Help Desk Services contract. These program management support costs are differentiated from individual task order management support costs, which are billed as direct costs against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order level for labor hours in the specific labor categories to support project management for the task order.
- c. A ceiling price will be established for each task order issued, based on an estimated amount of labor required to perform the task. The ceiling price will not change for the task order unless the Contracting Officer provides written approval.

- d. CLINs 0002A through 0002E are for other direct costs (ODCs) required under this Contract and shall be provided on a cost reimbursement basis, in accordance with the Offeror's usual accounting procedures, consistent with Part 31 of the Federal Acquisition Regulation (FAR). When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the Offeror's usual accounting procedures consistent with FAR Part 31.
- e. Offerors may elect to propose a material handling rate in the price proposal but the material handling rate not exceeding a ceiling of 3% and must be proposed for the base year and each of the four option years.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

The United States Patent and Trademark Office (USPTO) has a requirement for Information Technology Help Desk Services for the USPTO Office of the Chief Information Officer (OCIO). These services are described generally in paragraph number 4 of the USPTO's future requirements synopsis found at the following link:

<http://www.uspto.gov/web/offices/ac/comp/proc/special.htm>

C.2 BACKGROUND

C.2.1 The mission of the United States Patent and Trademark Office (USPTO) is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public and by encouraging a domestic and international climate in which intellectual property can flourish.

C.2.2 Consistent with the President's Management Agenda, the USPTO is committed to improving transparency in means reporting more meaningful information about workloads and performance. It also means the information shall present a real basis for measuring improvements. The USPTO, an organization with an employee base of approximately 10,000, estimates that by the year 2012 over 692,000 patent applications (up from 445,613 in 2006) and more than 517,000 trademark applications (up from 354,775 in 2006) will be submitted annually. An estimated 1,200 additional Patent examiners are to be hired each year for the next five years in an attempt to reduce patent pendency, which will substantially increase system and network workloads. To support this significant increase in workloads, the USPTO is aggressively pursuing the design, development of new automated information systems and the refinement of existing information systems that will provide automated support to the patent and trademark application processing and examination functions, and dissemination of patent and trademark information to the public through the year 2012 and beyond. If the USPTO is to be ready to meet the challenges brought on by the aforementioned increases in application filings, it must meet stringent systems availability requirements, which underscores the importance of prescribing sound foundational designs.

C.2.3 The USPTO is supported by an information technology (IT) infrastructure of hardware, system software, and network communications that have been deployed in support of the mission of the USPTO. The IT infrastructure provides access to application systems and office automation tools used in the performance

of the work processes. The USPTO's highest level of management has placed an extremely high priority on providing consistent, available, and reliable network and data processing services. Also inherent in this process is providing for the expansion of services and capabilities. As stated above, significant growth in filings and hiring is expected to occur during the FY 2006 and FY 2012 time frame.

C.2.4 Projects are in development for:

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

C.2.5 All of these projects shall require expansion and/or alteration of the infrastructure. Further, rapid delivery of automated systems requires upgrading USPTO's development infrastructure, software processes, and methodology.

C.2.6 Notable operational enhancement activities include:

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

5. Enhancing and simplifying the technology infrastructure to support business operations in an electronic government environment.
6. Using the USPTO System Development Life Cycle practices for improved performance.

C.3 USPTO IT HELP DESK SERVICES

C.3.1 Overview

C.3.1.1 The Offeror shall propose solutions that meet or exceed the requirements and performance measures described herein Section C.

C.3.1.2 The USPTO IT Help Desk Services is under the direction of the Office of Customer Support Services Group (CSSG)/Help Desk Services Division and is the single point of contact for all USPTO employees and contractors reporting problems with, or requesting services or changes involving OCIO supported hardware and software to include telephone devices currently at the USPTO HQ (Alexandria), South Tower building (Crystal City), and remote users in the Enterprise Remote Access Program. As such, USPTO IT Help Desk Services contractor staff will represent themselves as part of the USPTO; however, Contractor staff is not expected to interpret USPTO office policies, nor is this desired. Note: The South Tower building location is anticipated to move to the Randolph Square building located in Shirlington, VA in December 2008 (move date is subject to change).

C.3.1.3 The IT Help Desk Services administers data access administers data access through the use of security software, assignment of access rules, and provision of user identifiers and passwords. The data access administration is guided by United States laws, rules, and regulations regarding information system security and the Office of Customer Support Services Group, the Department of Commerce's, and USPTO's security policies (*documents provided after contract award*).

C.3.1.4 The Contractor's Help Desk Services staff shall be knowledgeable regarding the USPTO's customer base and technical environment(s), as well as proficient in providing support for desktop software, hardware and account administration.

C.3.1.5 The Contractor shall be required to staff a help desk for the Electronic Business Support (EBS). The EBS Help Desk, a sub-group of the USPTO IT Help Desk Services, is the primary point of contact for public `customers reporting problems or asking questions related to the application systems available on the USPTO web site (www.uspto.gov). The EBS Help Desk staff is knowledgeable with all e-business applications available on USPTO web site and web-related technology such as HTML, viewers, and browsers and is familiar with all reference

materials related to general USPTO information regarding patent and trademark processes and procedures.

C.3.2 USPTO IT Help Desk Services Hours of Operation

C.3.2.1 The USPTO IT Help Desk Services shall require contractor support during the following hours of operation:

1. Monday - Friday 5:30 a.m. - 12:00 a.m. (Midnight)
2. Saturday, Sunday from 5:30 a.m. - 10:00 p.m.
3. Support to the Electronic Business Support (General Public) line is 24 x 7 for both electronic mail and telephone inquiries.
4. USPTO Security Office Monday – Friday, 8:00 a.m. to 4:30 p.m.
5. Voicemail incident reporting shall be available during non-staffed hours 24 x 7.
6. Closed during the following holidays: New Years Day, Thanksgiving Day, and Christmas Day. The USPTO IT Help Desk Services will close for these three holidays at 6:00 p.m. the day before and reopen normal hours the day after the holiday. Support will be required as normal for all other holidays.
7. Times herein are Eastern Standard Time, unless otherwise noted.

C.3.3 Types of Problems/Requests Handled

C.3.3.1 Approximately 155,000 change, service and incidents are logged per year.

C.3.3.2 The general types of questions the Contractor will be expected to handle include, but not limited to, problems/requests related to:

- a. Access – Users having problems accessing the application, services or AIS via PTOnet or VPN.
- b. Operation – Users having questions as to when the updates they enter will be reflected in US Patent & Trademark Office AIS systems.
- c. Bug and Outage Reporting – When the application is not working correctly or it crashes.
- d. Software installs of 10 user workstations or less.
- e. Support to the general public for all USPTO AIS's found on the www.USPTO.gov web site.
- f. Account Administration – User Accounts, password resets, PKI certificates and RSIsecure tokens, etc.

C.3.4 Types of Problems to be Transferred or Referred to USPTO

C.3.4.1 USPTO will provide the Contractor with detailed guidelines on the types of problems the Contractor is expected to handle, and prioritize those problems.

C.3.4.2 The following guidelines shall be used for transfer or referral of problems to USPTO:

- a. A USPTO point-of-contact or group will be identified for each functional area or application via Operational Support Plans (OSPs).
- b. Back-up staff will be identified for each functional area or application.
- c. Transfers or referrals will be processed via the Enterprise Asset Management System (EAMS) tracking system, electronic mail or telephone calls, depending on the severity of the problem.

C.4 USPTO IT HELP DESK SERVICES CONTRACTOR SUPPORT

C.4.1 Universal Contractual Requirements

C.4.1.1 The Contractor shall ensure that all users are notified, as appropriate, of the release of system changes at least five (5) business days as well as one (1) business day prior to installation.

C.4.1.2 The Contractor shall resolve or circumvent ninety-five percent (95%) of problems within four (4) hours of receipt of problem ticket. These commitments apply to all problems assigned to the Contractor, unless otherwise stipulated in a Service Commitment, Task Order (TO), or Service Level Agreement (SLA).

C.4.1.3 The Contractor shall maintain a minimum 95% customer satisfaction rating at all times. This translates to the Contractor receiving no more than 5% "re-opened" and "unsatisfactory" ratings. Ratings will be measured through the Customer Quality Check process. The rating levels given during the quality checks are: outstanding, very good, satisfactory, unsatisfactory and re-open.

C.4.1.4 The USPTO requires the Contractor to communicate, coordinate and cooperate with USPTO's Information Technology support contractors and other USPTO contractors.

C.4.1.5 The Contractor shall provide resources with expertise in the technologies employed by the USPTO and shall furnish all necessary personnel, material, equipment, and services. The Contractor shall provide facilities, except as otherwise provided, necessary to perform all of the requirements in Section C. The Contractor shall be responsible for providing its own supplies, tools, and equipment necessary for normal business operations in the performance of the Section C requirements. Therefore, these items will not be funded as Other Direct Costs under individual task orders. However, USPTO specific software (i.e., USPTO baseline) necessary to fulfill the requirements under Section C will either be provided by USPTO or will be purchased as an Other Direct Cost under individual task orders. The Contractor shall follow USPTO software license policies. Contractor's equipment shall be at a minimum compatible to the current USPTO environment.

- C.4.1.6 The Contractor shall provide technical assistance in developing, maintaining, and storing of all Task Manager Directives, Service Commitments, Service Level Agreements (SLA), Operational Support Plans (OSP), Standard Operating Procedures (SOP) and Technical Notes established by the USPTO.
- C.4.1.7 The Contractor shall create a service request record in a USPTO provided tracking system (currently Remedy) for all calls received from customers or problems identified by the Contractor. The Contractor shall assign the call, as appropriate, for resolution and/or action. The Contractor shall thoroughly document all work performed in the appropriate problem/change record after each new status or within 15 minutes of performing the work, whichever comes first.
- C.4.1.8 The Contractor shall participate in technical evaluations of proposed new hardware, software, and networking technologies at the USPTO, as required. The Contractor shall work with the USPTO to certify the serviceability and maintainability of technologies introduced.
- C.4.1.9 The Contractor shall perform a Root Cause Analysis (RCA) for problems that it resolves when requested.
- C.4.1.10 The Contractor shall be responsible for requests to lockdown USPTO hardware. Any equipment, peripheral or component moved, delivered or installed into service by the Contractor shall be locked down as required.
- C.4.1.11 The Contractor shall provide technical support for all USPTO-operated systems to include, but not limited to, COTS products, proprietary applications and various desktop hardware components.
- C.4.1.12 The Contractor shall provide IT support to USPTO customers as specified in a task order.
- C.4.1.13 The Contractor shall participate in the implementation and adherence to an ITIL framework of best practices and guidelines for managing applications and providing services to USPTO.

C.4.2 Advanced Problem Resolution Support

C.4.2.1 Advanced Problem Resolution Support – Description

- C.4.2.1.1 Advanced Problem Resolution serves as an advanced level of support for resolving desktop problems. APR support includes analysis and trouble-shooting problems to determine possible trends, recommendation of corrective action, and documentation of trouble-shooting procedures for the IT Help Desk Services to follow for recurring problems. APR support allows the Office of the Chief Information Officer (OCIO) to more quickly resolve any problems that occur with either the new or the old technology assets, to provide dedicated support to many of the more

critical systems and to more quickly respond to escalated problems and issues. The Contractor provides dedicated services for USPTO organizations and their integral Information Technology (IT) systems. APR team members participate in various OCIO special projects and assist with developing procedures and processes for the successful implementation of new technologies or products, including desktop virtualization and support for BlackBerry wireless handheld devices.

C.4.2.2 Advanced Problem Resolution Support – Requirements

C.4.2.2.1 The Contractor shall follow-up on any problems where OCIO has failed to meet its service level commitments by one (1) day or more unless otherwise stipulated by the task order manager. This follow-up includes, but is not necessarily limited to, the following:

- a. Contacting the problem assignee to confirm that the assignee is aware of the incident.
- b. Contacting other groups or individuals, as called for in the Operational Support Plan (OSP), to work on aspects of the incident.
- c. Providing trouble-shooting assistance, including at the customer site, when directed to do so by the Task Managers.
- d. Notifying the Task Managers when a service level commitment has been missed.
- e. Assisting with incident resolutions when directed to do so by the Task Managers.
- f. Updating the Task Managers, as new information becomes available, on the status of the incidents.
- g. Ensuring that the IT Help Desk services or group assignee is notifying the customer of any progress in resolving the incident.
- h. Ensuring that within one (1) hour of the incident being resolved, either the IT Help Desk services or the incident assignee has notified the customer.
- i. Notifying the Task Managers, within two (2) hours of receipt, of any incidents that will require a root cause analysis.
- j. Notifying the Task Managers of incidents that may be application system deficiencies within one (1) day of incident resolution or circumvention.
- k. Updating and documenting trouble-shooting procedures that the IT Help Desk services call center should follow if similar incidents occur in the future.
- l. Ensuring all circumvented incidents have resolutions.

C.4.2.2.2 If the Contractor performs a site visit and the customer is available prior to leaving the site, the Contractor shall confirm with the customer its satisfaction with the work performed. This confirmation shall be captured by the act of the customer signing and dating the work service form. Regardless, if the customer is available during a site visit or not, the Contractor shall always leave a work service form with the customer. This work service form shall be accurate, legible and include, at a minimum, the following information:

- a. An explanation of work performed during the site visit,

- b. A place where the customer can confirm the visit was satisfactory, problem/change record number if applicable,
- c. The Contractor individual(s) name who made the site visit; and
- d. The Contractor's phone number and a POC in the event there are any questions the customer needs answered after the Contractor leaves the site.
- e. One copy of the form shall be left with the customer, and one shall be kept in the Contractor's records.

C.4.2.2.3 Any equipment, peripheral or component moved, delivered, or installed by the Contractor shall be fully functional and at a performance level equivalent to equipment removed for repair. Replacement equipment shall have supported software loaded, configured, and all peripherals attached. If the customer has data files, documents, or other files on the defective desktop hardware or during a scheduled replacement, the Contractor shall ensure that such files (when not damaged) are transferred to the replacement computer.

C.4.2.2.4 The Contractor shall review daily asset management activity assigned to their group to ensure the proper use of the inventory system. Any discrepancies found shall be corrected within three (3) business days.

C.4.2.2.5 The Contractor shall review all draft Operational Support Plans for accuracy and completeness. The Contractor shall provide its written comments within five (5) working days of receiving a plan.

C.4.2.2.6 The Contractor shall be responsible for verifying the continued accuracy and completeness of all existing OSPs at least once every six (6) months.

C.4.2.2.7 The Contractor shall analyze new incidents daily for possible trends. The types of trends that are often identified may include unanticipated problems caused by the implementation of a change and problems that are reported by individual customers but actually impact multiple customers (e.g., line outage, router failure). Once identified, the Contractor shall provide the Task Managers with written notice of these trends within one (1) hour.

C.4.2.2.8 The Contractor shall provide Information Technology Testing Division (ITTD) support services including but not limited to those services listed below. All shall be completed within five (5) hours of receiving a request:

- a. Verification of current baseline/cost center(s) prior to testing;
- b. Reloading of the appropriate baseline/cost center(s) prior to testing;
- c. Coordination of USPTO deployment packages to the appropriate workstations;
- d. Verification and/or reissuing of test user account(s) and password(s);
- e. Verification of proper network configuration, connections and profiles for the applicable cost-center network servers(s); and/or
- f. Coordination with help desk (and others, as required) of Information Technology Testing Division (ITTD) hardware and/or software problem resolution(s).

- C.4.2.2.9 The Contractor shall provide support for the USPTO Enterprise Remote Access (ERA) Telework Programs, including, but not limited to, the configuration and support of the client workstations. Currently, over four thousand (4,000) USPTO employees participate in full-time or part-time Enterprise Remote Access (ERA) telework programs. This number is likely to increase during the life of the contract.
- C.4.2.2.10 The Contractor shall conduct ERA Desktop migrations and installations, which may be completed by utilizing one of the following processes including physical-to-virtual (P2V) or new virtual machine (VM) installs and User State Migration Tool (USMT) migrations.
- C.4.2.2.11 The Contractor shall respond to ninety-five percent (95%) of service requests within two (2) hours of receipt of the service ticket.
- C.4.2.2.12 The Contractor shall complete ninety-five percent (95%) of service requests for fewer than ten (10) desktop upgrades or installs within five (5) business days of receipt of service ticket with the exception of local software installs which is completed within two (2) business days. The Contractor shall negotiate with the COTR of service requests for more than ten (10) desktop upgrades or installs within three (3) business days of receipt of service ticket and shall complete service request within the timeslot agreed upon.
- C.4.2.2.13 The Contractor shall provide technical assistance and expertise in the Knowledge Base software; guide the development of standards and naming conventions for the USPTO Knowledge Base and document the same.

C.4.3 INCIDENT TRACKING AND SERVICE HANDLING

- C.4.3.1 At a minimum, the Contractor shall be able to handle 600 calls and 200 emails per day.
- C.4.3.2 The Contractor shall use USPTO's tracking system, currently Enterprise Asset Management System (EAMS), a Remedy-based product, to thoroughly document all activity related to customer problems, service requests, or change requests – known as Problem Records (PR), Service Records (SR) or Change Records (CR), respectively. The Contractor shall update the appropriate record within 15 minutes of either performing work towards resolving the request, or receiving communication from the customer, or the assignee related to that record.
- C.4.3.3 The Contractor shall mark records “Resolved” only AFTER the customer has verified that the service has been performed or the problem has been resolved to the customer’s satisfaction. An exception is made when at least 3 attempts to contact a customer, via both e-mail and phone, over at least a 3-business day period does not produce a response from the customer. If the customer has an out-of-

office message stating that he/she will return on a specific date, the Tier 2 team will not count the days absent in the 3-business day count.

C.4.3.4 On a daily basis, the Contractor shall review reports of problem records created during the previous twenty-four (24) hour day to ensure that records are properly assigned, contain adequate and correct information related to the reported incident, and categorized correctly. The Contractor shall make appropriate corrections and take appropriate action to escalate problems that extend beyond service level commitments.

C.4.3.5 The Contractor shall perform enterprise management of USPTO AIS's Account Administration to include but not limited to Login IDs, PKI certificates and Passwords using the Enterprise Wide Login system (EWL). The Contractor shall respond to events and outages on EWL, contact designated individuals responsible for supporting those systems, escalate as necessary, and report on the progress of restoration. Procedures for such action are outlined in the EWL Operational Support Plan (OSP).

C.4.3.6 The Contractor shall be responsible for any service requests for software installs of 10 workstations or less. The software shall be installed within 4 hours after final approval.

C.4.3.7 USPTO views USPTO IT Help Desk Services data as an opportunity to learn from users' reported incidents/problems and improve the applications. As such, the Contractor shall provide feedback (e.g., incident/problem reports) in sufficient detail so as to:

- a. Identify the locations or functions where users are having trouble, and
- b. Bring trends to the attention of USPTO management as soon as possible.

C.4.4 INCIDENT/PROBLEM REPORTING METHODS

C.4.4.1 The following guidelines shall be used for proposing incident/problem reporting methods:

C.4.4.1.1 Local and/or Toll Free Telephone Number: Users will have the option of reporting incidents/problems with any of the supported systems via telephone and TTY/TDD. U.S. coverage will be provided if not cost-prohibitive.

C.4.4.1.2 Voicemail: Users should be able to leave a voicemail incident/problem report if they are put on hold during staffed hours and during non-staffed hours.

C.4.4.1.3 Electronic Mail: Users will have the option of reporting incidents/problems with any of the supported systems by means of electronic mail. Electronic mail will be addressed to the Help Desk 9000 mailbox.

C.4.4.1.4 Other Incident/Problem Reporting Methods: US Patent & Trademark Office will welcome contractor suggestions for other methods of incident/problem reporting, to supplement telephone and electronic mail reporting by users (e.g., web-based incident/problem report forms, self-help "knowledge bases").

C.4.4.1.5 The Contractor shall enter incident and service requests into the USPTO EAMS tracking system. All incident and service requests will be assigned via the EAMS system and/or via warm call transfer.

C.4.5 PRIORITIZATION OF PROBLEM REPORTS

C.4.5.1 Each problem report should be assigned a priority level based on its severity. USPTO currently utilizes three priority levels, from Priority 1 to Priority 3 with Priority 1 being the most severe.

C.4.5.1.1 Priority 1: Widespread problems, which require a Critical Problem Notice to be generated, affecting either:

- a. Multiple users at one or more locations;
- b. Multiple systems; or
- c. Multiple users of one system.

C.4.5.1.2 Priority 2:

- a. Single user accessing from work location (must be carefully assessed, as they may be indicative of a more widespread problem).
- b. Single users accessing from their home locations when business-driven deadlines are at hand; for example, the problem has arisen the day before a critical count deadline.
- c. Known incident with a known resolution.

C.4.5.1.3 Priority 3:

- a. Single user accessing from work or home location (must be carefully assessed, as they may be indicative of a more widespread problem).
- b. Known or unknown incident with no known resolution.

C.4.6 PROCESS FOR PROBLEM ESCALATION

C.4.6.1 The Contractor shall have a clearly articulated procedure for escalating problems through an internal chain-of-command. Conditions which can trigger escalation are when target response or resolution times are not met.

C.4.6.2 Current Problem Escalation Description: The Contractor starts the Critical Problem Notices (CPN) process within 15 minutes of notification of a major production outages or a major loss of functionality to multiple customers. If the USPTO IT Help Desk Services is unable to contact the assignee, or there is inadequate information available to prepare a detailed CPN, a Problem Management Notice message is distributed to the assignee, the CPN-Admin Group, and AIS-

related address list when available, within 15 minutes and the detailed CPN is distributed within 1 hour. Additionally, if the critical problem is generating a large volume of calls to the USPTO IT Service Desk, Critical Problem Instructions (CPI) is generated and distributed to the USPTO IT Help Desk Services staff, also within the initial 15 minutes. Active CPNs is tracked from initial release through final resolution according to standard procedures documented in the USPTO Office of Customer Support Services (OCSS) Customer Support Manual. These procedures include contacting problem assignees to obtain frequent status updates and detailed problem cause and resolution, e-mailing updates for all active CPNs and generating nightly status report for open CPNs (Monday through Friday). This nightly report is then used during the next business day's Operations Meeting and ultimately is the basis for all Root Cause Analysis reports. Contractors use the information in CPNs as a basis for updating the System Status Page on the intranet Web site and Internet for external customers. The CPN Team provides assistance to the USPTO IT Help Desk Services Manager to create various CPN reports as required by the OCIO. The CPN Team documents CPN information in the EAMS CPN Module.

C.5 USPTO IT HELP DESK SERVICES CONTRACT SERVICE EXPECTATIONS

C.5.1 Contractor Staff Training

C.5.1.1 USPTO-Provided Training

C.5.1.1.1 The USPTO will train Contractor staff and supervisors involved in responding to USPTO problem reports on the USPTO AIS's they are supporting.

C.5.1.1.2 The USPTO will train Contractor staff and supervisors involved with the EAMS System.

C.5.1.2 Contractor-Provided Training

C.5.1.2.1 The Contractor shall be responsible for providing training aimed at maintaining and updating the necessary help desk skills and career development opportunities at no cost or service disruption to the USPTO (see Section H.17.b. – Training).

C.5.2 Reserved

C.5.3 Acceptable Initial Response Times

C.5.3.1 Problem Reports Received During Regular Hours of Operation

C.5.3.1.1 Telephone and TTY/TDD:

a. Calls are to be answered by a Help Desk agent within 1 minute.

C.5.3.1.2 Telephone and TTY/TDD via Transfer:

- a. Calls are to be answered by a Help Desk agent within 1 minute.

C.5.3.1.3 Voicemail:

- a. Callers put on hold are parked in queue must be given the opportunity to leave a voicemail message requesting a callback.
- b. Problem reports left by callers put on hold should, at a minimum, receive a callback within 2 hour.

C.5.3.1.4 Abandonment:

- a. Measures must be in place to minimize call abandonment.

C.5.3.1.5 Electronic Mail:

- a. Incident reports received via email should, at a minimum, receive a response within 2 hour.
- b. Incident reports via e-mail from Public customers shall be responded to within 1 business day.

C.5.3.1.6 EAMS System:

- a. Incident reports received for USPTO employee via EAMS should, at a minimum, receive a response within 2 hours and resolved or circumvented within 4 hours.
- b. Incident reports received for Public users via EAMS shall be responded to within 1 business day.

C.5.3.2 **Problem Reports Received Outside Regular Hours of Operation**

C.5.3.2.1 **IT Help Desk**

C.5.3.2.1.1 Messages (voice or email) left during non-staffed hours are to be promptly evaluated and prioritized at the start of the next staffing period.

C.5.3.2.1.2 Priority 1 and 2 incidents should, at a minimum, receive an acknowledgement within the first hour of the staffing period.

C.5.3.2.1.3 Priority 3 incidents should, at a minimum, receive an acknowledgement within the first two hours of the staffing period.

C.5.3.2.2 **USPTO IT Service Center**

C.5.3.2.2.1 Priority 1 incidents should, at a minimum, receive an acknowledgement within the first 15 minutes of the staffing period.

C.5.3.2.2.2 Priority 2 and 3 incidents should, at a minimum, receive an acknowledgement within the first hour of the staffing period.

C.5.3.2.2.3 Existing Service Level Agreements (SLAs) for incident resolution or escalation via remote connection are: Priority 1 must be escalated within 15 minutes

of receipt; Priority 2 and 3 incidents, worked within 15 minutes of receipt and then escalated to Tier 2; and Priority 3 in less than 4 hours.

C.5.3.2.2.4 In the case of reports received during non-staffed hours, the beginning of the next staffing period is considered to be the time of receipt. Problems outside the scope of those the Contractor is expected to handle do not count toward the SLA, however they must be identified as such and referred to USPTO as described below.

C.5.3.2.2.5 Referrals to USPTO Point-of-Contact:

- a. Problem reports that are outside the scope of the Contractor's contract (i.e. policy questions) in all three Priority categories should be identified as such and referred to USPTO no later than 15 minutes following receipt.
- b. In the case of reports received during non-staffed hours, the beginning of the next staffing period is considered to be the time of receipt.

C.5.4 Acceptable Follow-Up Times

C.5.4.1 Users whose problems are not resolved via remote connection in the course of the first contact must receive an update via telephone or email within 2 hours for Priority 3 and no later than 30 minutes via telephone or email for Priority 1 and 2 problems.

C.5.4.2 If telephone is the only means of contact with the user, follow-up calls are to be placed between the hours of 8:00 a.m. and 9:00 p.m. and thus may extend the time frame for responses to the following day.

C.5.5 Problem Resolution Goals

C.5.5.1 Reserved

C.5.6 Quality of Responses

C.5.6.1 In addition to problems being resolved within the stated timeframes, the quality of the interactions and paths taken toward resolution are of critical importance to USPTO. Interactions between USPTO IT Help Desk Services staff and users will be reviewed periodically by USPTO to identify areas where improved responses may be needed. Based on these reviews, additional training or coaching of the USPTO IT Help Desk Services staff may be recommended by USPTO and any such remedial measures will be the responsibility of the Contractor.

C.5.6.2 The Contractor shall continuously seek ways to improve the quality of responses.

C.6 PERFORMANCE MEASUREMENT

C.6.1 Performance Oversight

C.6.1.1 Activity Reports: The Contractor shall provide monthly reports documenting the activity for the reporting period to include, but not limited to, the following:

- a. Types of problems,
- b. Method of reporting,
- c. Time on hold,
- d. Time to resolution,
- e. Systems involved, and
- f. Referrals to USPTO or other groups.

C.6.1.2 Call Monitoring: USPTO retains its right to monitor and record calls and/or place decoy calls to the USPTO IT Help Desk Services.

C.6.2 Service Level Agreements

C.6.2.1 The Contractor shall propose service level agreements SLAs for each application for which support is contracted (see Section J, Attachment "2" – Service Level/Performance Metrics Worksheet for template), and these SLAs if agreed upon may become part of the contract. At a minimum, SLAs will include, but are not limited to, the following areas:

a. Call Wait to Answer:

The Contractor shall maintain a daily average call to answer speed of one (1) minute or less when the weekday call volume is 600 calls or less.

b. Call Abandonment Rate:

The Contractor shall maintain a daily average of 1% or less after 20 seconds for call abandonment.

c. E-mail Response:

The Contractor shall properly respond to all incoming e-mail messages sent to HELPDESK 9000 using the Electronic Contact Center (ECC) or MS Outlook as the backup. Messages must receive a response within 2 hours.

d. Voice Message Response Time:

The Contractor shall return voice mail messages left when a customer is unable to speak to a help desk agent within the time frames stipulated in the OCIO Service Commitment Statements (currently identified as 2 hours).

e. Customer Satisfaction:

The Contractor shall maintain a minimum 95% customer satisfaction rating at all times.

f. Resolution Rate:

The Contractor shall resolve problems and service records assigned to the Help Desk within 4 hours of the reported time, when the customer is available to work the problem.

g. Critical Problem Notices:

The Contractor shall start the Critical Problem Notices (CPN) process within 15 minutes of notification of a major production outages or a major loss of functionality to multiple customers.

h. Incident Escalations:

The Contractor shall escalate all Incidents/Requests required within 15 minutes of receipt.

i. Accounts Creation:

- 1) The Contractor shall create PTOnet Login ID and Passwords, E-Mail accounts within 1 day after receipt of approved request.
- 2) The Contractor shall Create/Modify SSO/EWL, SecureRemote, External Contractor, RightFax, Mail@Home IDs, Work@Home IDs, and Office Web Access (OWA) accounts and have materials ready for user within 1 day after receipt of approved request.
- 3) The Contractor shall Recover/Modify PKI user profiles as required within 1 day after receipt of approved request.
- 4) The Contractor shall create PKI user profiles as required within 2 days after receipt of approved request.
- 5) The Contractor shall delete PTOnet ID, E-mail ID, SSO/EWL, SecureRemote, External Contractor, RightFax, Mail@Home IDs, Work@Home IDs, and Office Web Access (OWA) within 1 day after receipt of request.
- 6) The Contractor shall Grant Local Administrator Rights for Individual Requests within 1 day after receipt of approved request.
- 7) The Contractor shall Create/Modify/Delete PVCS Accounts within 1 day after receipt of approved request.

- 8) The Contractor shall Patent Telework RDP Accounts within 1 day after receipt of approved request.

C.6.2.2 SLAs and other contract performance metrics will be reviewed at least on an annual basis for the life of the contract.

C.6.2.3 USPTO will be entitled to assess disincentives/penalties in the event SLAs are not achieved. A penalty may result in a price reduction for the billing period when an SLA is not achieved.

C.6.3 Ad Hoc Reporting and Feedback

C.6.3.1 As needed, the USPTO Task Manager and designees may request management reports on specific areas of concern.

C.6.4 Customer Satisfaction

C.6.4.1 The USPTO will perform Customer Quality Checks via surveys for measuring client satisfaction at the management and end-user levels.

C.6.4.2 USPTO Surveys: The customer satisfaction program shall include both scheduled and random client surveys conducted by the USPTO.

C.6.4.3 Results: Survey and other satisfaction measurement results are to be shared with Contractor monthly or more frequently.

C.7 USPTO IT HELP DESK SERVICES CONTRACT CONSTRAINTS

C.7.1 USPTO Policy Interpretation: USPTO IT Help Desk Services staff are not permitted to interpret USPTO policies, however, they must have a working familiarity with the subject matter of each application.

C.7.2 The Contractor shall not make any changes, modifications, alterations, or enhancements to the USPTO's infrastructure, hardware, or software without detailed change records being approved by the USPTO.

C.7.3 The USPTO requires service on all Federal holidays except Thanksgiving, Christmas, and New Year's Day.

C.7.4 The Contractor shall use the mobile scanning units (currently Dolphin), provided by the USPTO, to record all changes for asset management purposes and to document all field service work performed.

C.7.5 Off-Site Facilities: If the contractor proposes an off-site facility, the off-site facility shall be within the confines of the continental United States.

C.7.6 Security of Off-Site Facilities: The Contractor shall provide safe and secure facilities for any USPTO IT Help Desk Services off-site operations, and must have in place disaster preparedness, Continuity of Operations Plan (COOP) and disaster recovery plans.

C.7.7 The USPTO requires that all Electronic Information Technology (EIT), as that term is defined at FAR §2.101, delivered under the contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR part 1194. The applicable standards are available at <http://www.section508.gov>.

C.8 ADJUSTING PAYMENTS FOR DEDUCTIONS

C.8.1 The USPTO intends to use the following performance-based contracting methods in this contract. It is the intent of the USPTO to obtain complete and satisfactory performance in accordance with the terms of the specifications and quality of work requirements in the contract.

C.8.2 The Government is contracting for the complete performance of information technology help desk services as identified herein this Section C, and deductions will, therefore, be made as provided in the contract.

C.8.3 In determining monetary deduction for non-performance of work under the contract, or for deficiencies in the services performed, the Government will use the agreed upon financial penalties incorporated into the resultant contract. To the extent those deductions are applicable; this provision shall not restrict the Government's ability to seek ordinary remedies for breach of contract in accordance with the termination provisions of this contract or other applicable Federal laws and regulations.

C.8.4 It is agreed that failure to accomplish any work required under the contract, or to satisfactorily accomplish such work, shall constitute a deficiency for which a reduction of payment will be made in accordance with the agreed upon financial penalties incorporated into the resultant contract.

C.8.5 On a monthly basis, the Contractor shall provide a letter signed by a company officer or the authorized PM, to the COTR, detailing and acknowledging the deficiencies and providing remedial actions instituted to prevent recurrence.

C.8.6 On or before the 5th working day of the month succeeding the performance period for which the deductions are being proposed, the COTR will inform the Contractor in writing of the type and dollar amount of the proposed deductions in accordance with the agreed upon financial penalties incorporated into the resultant contract.

C.8.7 The Contractor may, within five (5) Government business days of receipt of the notification from the COTR or the designated representative of the proposed deductions, present to the COTR specific reasons why any or all of the proposed deductions are not warranted. Reasons must be solidly based, and must provide specific facts, which justify reconsideration and adjustment of the proposed amount to be deducted. Failure to respond within this 5-day period will be construed as acceptance of the deductions proposed.

C.8.8 Monthly payments (except for the final monthly payment) will not be delayed or withheld pending resolution of disputes regarding proposed deductions. If the COTR makes a determination that any or all of the proposed deductions are warranted, the COTR shall so notify the Contractor, and subsequent payments under the contract shall be adjusted accordingly.

C.8.9 Before the final (last) payment is made for all services under the contract, the Contractor shall furnish the CO with a release of all claims against the Government arising by virtue of the contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. §203, 41 U.S.C. §15), a release may also be required of the assignee. To ensure that all necessary adjustments for nonperformance or unsatisfactory performance have been made and a release of claims has been submitted before the contract is closed out the final (last) payment under the contract will be made 45 calendar days after receipt of a proper invoice, date of completion of performance, or receipt of release of claims by the CO, whichever is later.

C.9 CERTIFICATION AND ACCREDITATION (SECTION B, CLIN 0003)

The Contractor shall comply with the certification and accreditation requirements, which includes continuous monitoring, found in the following clauses:

- (1) H.21 CAR 1352.239-73 Security Requirements for Information Technology Resources (October 2003) (modified) (PTO-05C);
- (2) H.22 CAR 1352.239-74 Security Processing Requirements for Contactor/Subcontractor Personnel for Accessing USPTO Automated Information Systems (October 2003); and
- (3) H.23 CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts).

C.10 SERVICE LEVEL/PERFORMANCE METRICS (see Section J, Attachment "2" – Service Level/Performance Metrics Worksheet)

C.11 LIST OF ACRONYMS

ACRONYM	DEFINITION
AIS	Automated Information System
APR	Advanced Problem Resolution
COOP	Continuity of Operations Plan
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off-The-Shelf
CPN	Critical Problem Notice
CSSG	Customer Support Services Group
EAMS	Enterprise Asset Manager System
EBS	Electronic Business Support
ECC	Electronic Contact Center
EIT	Electronic Information Technology
FEA	Federal Enterprise Architecture
IT	Information Technology
ITTD	Information Technology Testing Division
OCIO	Office of the Chief Information Officer
OSP	Operational Support Plan
OWA	Office Web Access
PM	Preventive Maintenance
RCA	Root Cause Analysis
SLA	Service Level Agreement
SOP	Standard Operating Procedures
TO	Task Order
USPTO	United States Patent and Trademark Office

SECTION D – PACKAGING AND MARKING

D.1 PACKING AND MARKING

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

D.2 EQUIPMENT REMOVAL

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

SECTION E – INSPECTION AND ACCEPTANCE

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

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

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

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

E.2 INSPECTION AND ACCEPTANCE

- a. The Contracting Officer's Technical Representative (COTR) will perform inspection and acceptance of supplies and services to be provided under each task order issued under this contract.
- b. Inspection and acceptance will be performed at:
 - U.S. Patent and Trademark Office
 - 600 Dulany Street, MDW Rm (TBD)
 - Alexandria, VA 22314-5782
- c. Deliverables will be accepted or rejected by the COTR.

SECTION F – DELIVERIES OR PERFORMANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at www.arnet.gov. **N/A**

F.2 IDENTIFICATION OF CONTRACT DELIVERABLES

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

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

F.3 DELIVERABLES

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

- a. Deliverables stated in each of the assigned task orders.
- b. Monthly Status Reports (see Section F.5 - "Monthly Status Report")

F.4 GOVERNMENT HOLIDAYS

a. The following legal holidays are observed by the USPTO:

1. New Year's Day
2. Martin Luther King, Jr. Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

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

F.5 MONTHLY STATUS REPORT

a. The Contractor shall submit written monthly progress and status reports and electronic download of Task Order Actual Cost (Number of hours expended X labor category X labor category rate, and any ODCs) 15 calendar days after the end of each calendar month. The Contractor shall be able to track budgets and expenditures at the program code level (The program code will be provided by USPTO. The program code will define the Program, Project and Activity). The Contractor shall prepare and submit four (4) copies to the Government; three (3) copies shall be provided to the COTR and one (1) copy to the Contracting Officer. A progress report shall contain, **at a minimum**, the following items:

- (1) A summary of progress made during the month of each task and subtask initiated, under way, and completed.
- (2) A comparison of progress made with the plans for each task and subtask.
- (3) A summary of planned activities to be conducted during the next month on each task or subtask that is active or to be initiated.
- (4) A summary of staff hours and funds expended during the month, expended to date, and remaining for each task and the total project, these should include subcontractor hours and funds expended. Any amounts that are slated to be billed at a later date (i.e., are not going to be billed on the corresponding Invoice) should be identified clearly as accrued amounts.
- (5) Earned value for discrete task orders.
- (6) A description of major difficulties that have been encountered which may delay task completion or product delivery, and statements of the steps to be taken to solve the problem.

b. If there are no problems, all monthly progress reports shall include a written statement, as follows, certifying to the absence of progress problems: "The Contractor hereby certifies that it recognizes no problems which affected progress during the current reporting period."

F.6 PERIOD OF PERFORMANCE

- a. The period of performance of the contract shall be as follows (specific dates to be provided at contract award):

Base Year:	Effective date of the contract through 12 months thereafter
Option Year 1:	12 months (if exercised)
Option Year 2:	12 months (if exercised)
Option Year 3:	12 months (if exercised)
Option Year 4:	12 months (if exercised)

- b. Any task order issued during the effective period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. Task orders will not be issued prior to the availability of appropriated funds from which expenditures may be made.
- c. The principal period of performance for each task order will be specified in each task order.

F.7 PLACE OF DELIVERY

The deliverable items to be furnished under the contract shall be delivered to the COTR as per Section G – Contract Administration Data.

F.8 PLACE OF PERFORMANCE

The effort required under the contract shall be performed at the USPTO Headquarters currently located in Alexandria, VA, the Contractor's facilities and/or other sites designated by the USPTO (USPTO's additional South Tower building currently located in Crystal City, VA is anticipated to move to a new building site (Randolph Towers building) located in Shirlington, VA during late 2008 or early 2009 (exact dates to be determined). Each task order will specify the place of performance.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

a. Contracting Officer's Technical Representative (COTR)

1. The COTR will be designated on authority of the CO to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspection necessary in connection with Contract concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of the Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property availability and provide for site entry of Contractor personnel, if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR.
2. The COTR will be determined at time of contract award. The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the CO in writing.

NAME: (TBD at contract award)

ADDRESS: (TBD at contract award)

PHONE: (TBD at contract award)

3. The responsibilities and limitations of the COTR are as follows:
 - (a) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract
 - (b) The COTR is not authorized to make any commitments or otherwise

obligate the Government or authorize any changes which affect the scope of work, contract price, or other mutually agreed upon terms or provisions of the contract. Any Contractor request for changes shall be referred to the Contracting Officer (CO) directly or through the COTR. No such changes shall be made without the expressed prior authorization of the CO. The COTR may designate assistant COTR(s) to act for him/her by naming such an assistant in writing and transmitting a copy of such designation through the CO to the Contractor.

b. Task Order Manager(s)

All Task Order Manager(s) will be designated on authority of the CO to monitor all day-to-day aspects of task orders in conjunction with the COTR. The Task Order Manager(s) will be designated in all task orders.

c. Contracting Officer (CO)

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

G.2 CONTRACT ADMINISTRATIVE OFFICE

a. This contract will be administered by:

NAME:	Office of Procurement
ADDRESS:	U.S. Patent and Trademark Office 600 Dulany Ave., Alexandria, VA 22314
PHONE:	TBD

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

G.3 CONTRACTING OFFICER'S AUTHORITY

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

G.4 SEGRATION OF COSTS BY TASK ORDER

As referenced in Section G.5 - INVOICES, all costs shall be accumulated and invoiced by individual task order for billing purposes.

G.5 INVOICES

a. Invoices shall be submitted in one (1) original and two (2) copies to the U.S. Patent and Trademark Office. Costs being billed for individual task orders shall be invoiced separately. Billing for more than one task order per invoice is not allowed. Invoices shall be submitted on a monthly basis, or as mutually agreed upon, as follows:

Original to:

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

Copy 1:

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

Copy 2:

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

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

- (1) Name of the Contractor/business concern, address, and invoice date;
- (2) Contract number;
- (3) Task Order Number;
- (4) Period covered by the invoice (This Invoice Period should be the same as the period used for the Status Report);
- (5) Name, title, and phone number of the official responsible for preparing the Invoice;
- (6) Name, title, and phone number, signature of official responsible for certifying

the invoice;

(7) Description, price, and quantity of property and services delivered or rendered as follows:

- (a) Total task order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, hourly rates, and any other direct charges (ODCs) should be listed and broken down separately for the total contract prior to the current invoice.
- (b) Total Current Period: all labor (individually listed) categories, hours being billed, hourly rates, and any ODCs, including Subcontractor costs, should be listed and broken down separately for the period covered by the invoice (which should correspond to the period covered by the Status Report). These costs should also be broken down by site, if more than one site. Subcontractor billings included on this invoice that did not appear on the invoice for the period in which the work was accomplished should be listed separately with an explanation of the services performed and the time period to which the costs belong. Any charges incurred between the time the Status Report was issued and the invoice generated should clearly indicate that the charges were not listed on the Status Report for the same month. The work accomplished should be specified in such instances.
- (c) Total Contract Costs To Date: All labor categories (individually listed), hours being billed, hourly rates, and any ODCs should be listed and broken down separately for the total contract through the current invoice.

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

COTR'S CERTIFICATION:

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

COTR Signature

Date

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

- (1) A detailed listing of purchased equipment, hardware, and software that should include detailed descriptions, number of items purchased, unit price per item, and total cost for the purchase. The listings should be

subtotaled to correspond with totals charged to the Contractors' general ledger accounts.

- (2) Copies of original invoices from the seller to the Contractor for the equipment, hardware, or software over \$25,000.00 should be provided to the USPTO Office of Finance.
- (3) Listing (in summary sheet presentation) of task order items (labor, hardware, etc.) by task order number to match against the system they were purchased for (e.g., SUS, GSI, PTCS) and comply with the current USPTO format for classification of Program, Project and Activity codes.
- (4) A complete copy of new lease agreements (if any), equipment schedules, and amortization schedules.

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

G.6 GOVERNMENT-FURNISHED PROPERTY (GFP)

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

G.7 GOVERNMENT-FURNISHED EQUIPMENT (GFE)

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

b. Title to GFE shall remain with the Government.

c. The Contractor shall use the GFE only in connection with the contract.

d. GFE shall be returned to the Government upon conclusion of the task order; or as otherwise specified.

e. The Contractor shall allocate time and the use of appropriate personnel at the Contractor site for all GFE, purchased equipment, hardware, and software for the USPTO's physical inventory conducted on a quarterly basis, or as required by USPTO.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DUPLICATION OF EFFORT

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

H.2 GOVERNMENT AND CONTRACTOR FURNISHED FACILITIES AND EQUIPMENT

The USPTO will provide the Contractor with access to any aspect of its automated environment and to any existing documentation needed to carry out contract requirements. Any Government Furnished Facilities and Equipment that the USPTO provides to the Contractor will be specified on the applicable task order. The Contractor shall be responsible for its own leasing arrangements.

H.3 INSURANCE COVERAGE

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

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

- c. 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.4 NOTICE TO THE GOVERNMENT OF DELAYS

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

H.5 ORGANIZATIONAL CONFLICT OF INTEREST

- a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- b. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.
- c. Remedies: The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- d. The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.6 SUPERVISION OF CONTRACTOR'S EMPLOYEES

- a. Personnel assigned to render services under the 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 the contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.
- b. Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

H.7 TASK ORDER PROCEDURES

- a. All work shall be initiated only by issuance of a signed task order fully executed by the Contracting Officer. The Government is only liable for labor hours expended under the terms and conditions of the contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized by the Contracting Officer will be disallowed.
- b. The designated COTR will initiate the task order process by preparing a statement of requirements and/or objectives to be achieved which includes performance measures in the form of a Task Objective Statement (TOS). The Contractor shall meet with the COTR to mutually discuss and agree upon the requirements and/or objectives to be achieved.
- c. The Contractor shall prepare a proposal in response to the Task Objective Statement (TOS) incorporating the results of the discussions and forward it to the COTR for approval within five (5) working days. The proposal shall contain the effective date of the task order, and the COTR and designated Task Order Manager's names as delineated in the TOS, a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, any deliverables to be provided by the task order, any Government-furnished equipment, any Contractor-furnished items required, the labor categories required, the anticipated level of effort, and a cost ceiling.
- d. Upon approval of the proposal by the COTR, the final task order statement of work will be forwarded to the CO for execution and issuance of a signed task order.
- e. The Contractor shall acknowledge receipt of each task order by returning to the CO a signed copy of the task order within two (2) work days after receipt. The Contractor shall begin work on the task order in accordance with the effective date stated in the task order.
- f. Following execution of the task order, technical clarifications may be issued in writing at any time by the designated COTR to amplify or provide additional

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

- g. The Contractor shall not exceed the ceiling price established in each task order. If at any time the Contractor has reason to believe that the total amount for the task order will exceed 80% (percent) of the ceiling price specified in the order, the Contractor shall notify the CO. Such notification shall include an estimate of the additional cost, and, if necessary, additional time required for completion of the ordered work.
- h. Task orders may be placed during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of the contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract period of performance shall continue to be charged at the last effective rates.

H.8 OPTION TO EXTEND SERVICES (FAR 52.217-08)

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

H.9 KEY PERSONNEL

- a. The Contractor shall identify the key personnel for each of the positions identified below. The Program Manager shall be from the prime contractor. The Help Desk Manager and/or the Advanced Problem Resolution Team Lead may be from a subcontractor. Key personnel shall include:
 - 1. Program Manager
 - 2. Help Desk Manager
 - 3. Advanced Problem Resolution Team Lead
- b. The key personnel shall be assigned and available on the contract from the date of contract award.

- c. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph D below. After the initial 90-day period, the Contractor shall submit the information required by paragraph D to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- d. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have qualifications that are equal to or better than those of the persons being replaced. The Contracting Officer will notify the Contractor, within 15 calendar days after receipt of all required information, of the decision on acceptance of proposed key personnel substitutions. The contract will be modified to reflect any approved changes of key personnel.
- e. The Contractor shall notify the Contracting Officer of any changes to key personnel that take place after submittal of proposal(s), and prior to award of the contract. Contractor shall submit resumes and signed letters of intent to perform for the proposed key personnel.

H.10 CONFIDENTIALITY OF INFORMATION

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

H.11 PERFORMANCE MEASUREMENT

- a. Applicable performance measurements and SLAs will be specified in each task order.
- b. Upon completion of an issued task order, the USPTO Task Order Manager will perform an evaluation of the Contractor's performance based on the performance measurements in said task order. The evaluation of the Contractor's performance may include input from the COTR, CO, and other USPTO sources deemed applicable. These task order evaluations will be used to conduct contract evaluations of Contractor performance (see Section C.8 – Adjusting Payments for Deductions).

H.12 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The USPTO may extend the term of the contract by unilateral modification to the contract at any time prior to its expiration provided that the USPTO shall give the Contractor a preliminary written notice of its intent at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the USPTO exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of the contract, including the exercise of any options under this clause, shall not exceed five (5) years from the effective date of the contract.

H.13 SECTION 508 OF THE REHABILITATION ACT OF 1973 COMPLIANCE

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

H.14 LIMITATION ON CONTRACTOR ADVERTISEMENTS (PTO-06) (Apr 2006)

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

H.15 CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS (ODCs)

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

H.16 MATERIALS (LEASE OR PURCHASE)

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

H.17 SELECTED ITEMS OF COSTS

a. Travel Costs (Including Foreign Travel)

(1) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual task order. Long distance and local travel (outside of the places of performance stated in Section F.8 – Place of Performance) may be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those task orders requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the COTR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

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

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

b. Training

The Government will not allow costs, nor reimburse costs associated with the Contractor training of Contractor employees without prior approval of the COTR and Contracting Officer (see Section C.5.1.2 – Contractor-Provided Training).

H.18 PERSONNEL SECURITY REQUIREMENTS

- a. Contractor administrative/clerical personnel working on the contract have been determined to meet the security criteria for and are designated as “Low Risk” positions. In accordance with established security procedures, contractors working in positions designated “Low Risk” must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on the contract. Thus, the Contractor is required to submit an investigative request package consisting of the following:
1. SF-85 (original plus 1 copy of Page 1 only). A sample of the SF-85 form may be viewed at <http://www.opm.gov/forms/html/sf.htm>.
- b. Fingerprints will be required for all contractor personnel working on the contract. The fingerprinting will be performed at the USPTO Security Office.
- c. Contractor personnel, other than Contractor administrative/clerical personnel, working on the contract have been determined to meet the security criteria for and are designated as “**Moderate Risk**” and “**High Risk**” positions. See Clause H.22 1352.237.71 *Security Processing Requirements for Contractors/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)*.

H.19 USPTO SECURITY CLAUSE – PTO-04C

a. Access to Government Facilities

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

b. Duplication and Disclosure of Confidential Data

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood

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

c. Government Furnished Data (if applicable)

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

d. Rights in Data (if applicable)

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

e. Secrecy and Usage of Patent Information

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

(2) The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related

copy or data furnished the Contractor by the Government or obtained there from except performing the requirements of this contract.

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

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

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

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

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

H.20 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (October 2003) (modified) (PTO-05C) - CAR 1352.239-73

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

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

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

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

2. The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf), which states that there is a presumption that all general support systems contain some sensitive information; and
3. The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information: Any information the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. For purposes of this clause, the term Classified is defined by the guidance set forth in:
4. The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4 (<http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>).
5. The DOC Security Manual, Chapter 18 (http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003_Security_Manual/DOC_Manual_of_Security_Policies_and_Procedures.htm).
6. Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

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

- b) All Contractor personnel performing under the contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, shall

comply with the requirements contained in the USPTO IT Security Handbook (provided after contract award).

- c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor shall:
1. Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq,) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51,2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:
 - a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf);
 - b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>);
 - c) DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://nsi.org/Library/Govt/docinfo.txt>); and
 - d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>).
 2. Upon award, the Contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below.
 3. Within 14 days after receipt of direction from the CACG, the Contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the

Offeror's proposal or sealed bid that resulting in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

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

H.21 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS (October 2003) CAR 1352.239-74

- a. Contractor personnel requiring any access to AIS's operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:
1. Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with global access to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contact IT Moderate Risk positions must be initiated within three working days of the start of work.
 2. Contract personnel performing work designed Contract Moderate Risk who are not performing IT-related contract work are not required a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subjects start of on the contract, regardless of the expected duration of the contract.
 3. Contract personnel performing work designated as Contract Low Risk will require as National Agency Check and Inquiries (NACI) upon the subjects start of work on the contract if the expected duration of the contract exceeds

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

The security forms may be obtained 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 a completion of an appropriate investigation based upon the risk level assigned to the contract

- b. Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.
- c. Within 5 days of contract award, the Contractor shall provide the CORS with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulations (CAR), 1352.209-72, Restrictions Against Disclosures.
- d. The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractors and subcontractors facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.
- e. The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

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

H.22 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE/USPTO SITE OR IT SYSTEMS (High or Moderate Risk Contracts) CAR 1352.237-71

(a) Investigative Requirements for High and Moderate Risk Contracts

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

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

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

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

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

(c) Security Processing Requirement

1. Processing requirements for High and Moderate Risk Contracts are as follows:
 - a. The Contractor must complete and submit the following forms to the Contracting Officer Technical Representative (COTR):
 - (1) Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
 - (2) FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
 - (3) Credit Release Authorization.
 - b. The COTR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.
 - c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COTR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.
2. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COTR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

(d) Notification of Disqualifying Information

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

1. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
2. Falsification of information entered on security screening forms or of other documents submitted to the USPTO.
3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other

- conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

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

(e) Access to National Security Information

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

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

SECTION I – CONTRACT CLAUSES

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

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

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE -UNIFORM	OCT 1997
52.216.32	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS- COMMERCIAL ITEM ACQUISITION	FEB 2007
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	NOV 2006

52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC 2004
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.224-1	PRIVACY ACT NOTIFICATON	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA GENERAL Alternates II (DEC 2007) and III (DEC 2007)	DEC 2007
* 52.232-1	PAYMENTS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
* 52.243-1	CHANGES – FIXED PRICE Alternate I (APR 1984)	AUG 1987
52.243-3	CHANGES - TIME AND MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	JUN 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
* 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004

	Alternate IV (SEP 1996)	
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

* Applicable only to CLIN 0003

I.2 CLAUSES INCORPORATED IN FULL TEXT

a. FAR 52.219-14 Limitations on Subcontracting (DEC 1996)

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

2. FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

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

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF PUBLICATIONS REFERENCED

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

STANDARDS AND GUIDELINES

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

Life Cycle Management for Automated Information Systems, April 2001

J.2 LIST OF ATTACHMENTS

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

- Attachment 1 – Section B – Supplies or Services and Prices/Costs (Schedule of Prices)
- Attachment 2 – Service Level/Performance Metrics Worksheet
- Attachment 3 – Relevant Experience Worksheet
- Attachment 4 – Past Performance Questionnaire

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Annual Representations and Certifications

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

- a. Eliminate the administrative burden for contractors of submitting the same information to various contracting offices; and
- b. Establish a common source for this information to procurement offices across the Government.

K.2 Policy

- a. Prospective contractors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102).
- b. Prospective contractors shall update the representations and certifications submitted to ORCA as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to ORCA.
- c. Data in ORCA is archived and is electronically retrievable. Therefore, when a prospective contractor has completed representations and certifications electronically via ORCA, the contracting officer may reference the date of ORCA verification in the associated Government contract file, rather than including a paper copy of the electronically-submitted representations and certifications in the file. Such a reference satisfies contract file documentation requirements of 4.803(a)(11). However, if an Offeror identifies changes to ORCA data pursuant to the FAR provisions at 52.204-8(c) or 52.212-3(k), the contracting officer must include a copy of the changes in the contract file.

K.3 Submission of Written Representations and Certifications

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

K.4 Taxpayer Identification Number (FAR 52.204-3)

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

TIN NUMBER: _____

K.5 Data Universal Numbering System (DUNS) Number (FAR 52.204-6)

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

DUNS NUMBER: _____

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

(1) An Offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

K.6 Small Business Program Representations

a. (1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.

(2) The small business size standard is \$23M.

(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.

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 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) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of 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.

(End of provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

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

(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 of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(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.

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

L.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) code associated with this project is **541519 - Other Computer Related Services (size standard is \$23M)**.

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

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

L.4 AGENCY-LEVEL PROTEST PROCEDURES

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

I. PURPOSE:

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

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

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

II. DEFINITIONS:

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

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

III. PROCEDURES:

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

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

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

Office of the General Counsel
U.S. Patent & Trademark Office
Box OGC
Washington, D.C. 20231
(FAX Number 571-273-0099)

- b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forum. If the protester has already filed with the GAO or other external forum, the procedures described here may not be used.
1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
 2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
 3. To be complete, protests must contain the following information:
 - (i) the protester's name, address, telephone number, and fax number;
 - (ii) the solicitation or contract number, name of contracting office and the contracting officer;

- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced;
 - (iv) copies of relevant documents supporting protester's statement;
 - (v) a request for ruling by the agency;
 - (vi) statement as to form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- c. All protests must be signed by an authorized representative of the protester.
- d. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.
- e. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.
- f. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.
- g. Effect of protest on award and performance:
1. When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:
 - (i) The supplies or services are urgently required,
 - (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
 - (iii) a prompt award will be in the best interest of the Government.

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

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

IV. REMEDIES:

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

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

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

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

U.S. Postal Service

Hand carried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office ATTN: Becky Morehart/DOC52PAPT0801020 Office of Procurement Mail Stop 6, Madison East Building, 7 th Floor, Rm. 7D41 PO Box 1450 Alexandria, VA 22313-1450	U.S. Patent and Trademark Office ATTN: B. Morehart/ DOC52PAPT0801020 Office of Procurement Madison East Building, 7 th Floor, Room 7D41 Alexandria, VA 22314-1450
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b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 INCUMBENT CONTRACTOR

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

L.7 NEWS RELEASES

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

L.8 INCURRING COSTS

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

L.9 SOLICITATION AMENDMENTS

Any solicitation amendments will be posted electronically. Offerors are responsible for accessing the web page, the Current Patent and Trademark Office Acquisition Projects page <http://www.uspto.gov/web/offices/ac/comp/proc/hds/hdshom.htm> to obtain all solicitation amendments.

L.10 NO ALTERNATE PROPOSALS ACCEPTED

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

L.11 AMENDMENTS TO PROPOSALS

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

L.12 AWARD WITHOUT DISCUSSIONS

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

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

L.13 ORAL PRESENTATIONS

The USPTO reserves the right to request oral presentations. If oral presentations are deemed necessary, the USPTO will request only those Offerors who are included in the competitive range to make an oral presentation. If oral presentations are held, the Contracting Officer will notify each Offeror in the competitive range of the date, time, and location of its oral presentation and provide instructions at that time. The key personnel proposed in résumés will be required to make the oral presentation. Information communicated in the oral presentation will not become a part of any contract resulting from the solicitation. Oral presentations are not considered discussions.

L.14 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

- a. Offerors who wish to respond to the USPTO's needs as outlined in the solicitation shall submit all documents as defined in Section L.15 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (see Section K).
- b. Offerors are not prohibited from submitting proposals that contain a Joint Venture (JV) or partnership business arrangement. However, JV's or similar partnership business arrangements must demonstrate and meet the relevant experience and past performance requirements set forth in Section L.15 below. Proposals from newly-formed JV's that cannot demonstrate relevant experience, as defined below in Section L.15 (including a demonstration that the JV provided a minimum 1 (one) year of experience with the customer) may be deemed unacceptable.
- c. All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the solicitation by the proposal due date will not be considered for further evaluation.

L.15 PROPOSAL REQUIREMENTS

- a. Offerors are required to submit one (1) original and three (3) copies of the following in response to the solicitation:

VOLUME I – TECHNICAL PROPOSAL

FACTOR A: RELEVANT EXPERIENCE

FACTOR B: PAST PERFORMANCE

FACTOR C: MANAGEMENT APPROACH (7 pages total)

Subfactor 1: Management Plan

Subfactor 2: Key Personnel (not included in total page count)

Subfactor 3: Quality Management Approach and Performance Measures

FACTOR D: TECHNICAL APPROACH (10 pages total)

Subfactor 1: Technical Solution

Subfactor 2: Transition Plan

VOLUME II – FACTOR E: PRICE PROPOSAL

Section 1 – Burdened Labor Rates

Section 2 – Firm Fixed Pricing for C&A Requirements

Section 3 – Section K Certifications and Representations

b. Proposal Submission Details:

VOLUME I – TECHNICAL PROPOSAL

FACTOR A – RELEVANT EXPERIENCE

- a. The Offeror shall demonstrate its past relevant experience in providing the services required by Section C of this RFP. The Offeror shall accomplish this by providing five (5) reference contracts where the Offeror served in the role of a prime contractor or subcontractor that will collectively demonstrate the Offeror's ability to perform the activities specified in Section C of this solicitation. At least three (3) of the five (5) references must demonstrate the Offeror's experience in handling at least 600 calls per day.
- b. The Offeror's experience will be evaluated based on the type, size and complexity of its previous experience compared to the type, size and complexity of the requirements specified in Section C of the solicitation.
- c. For each of the reference contracts, the Offeror shall complete a Relevant Experience Worksheet (see Section J, Attachment "3"). For each reference contract, the Offeror is limited to 2 pages, excluding the instructions page.
- d. If the Offeror proposes a teaming arrangement whereby any one subcontractor will perform more than 30% of this RFP's requirement, the Offeror must submit a Relevant Experience Worksheet (See below and Attachment "3") for that subcontractor that meets the size and type of contract set forth in sub-paragraph e.3

below. **IMPORTANT:** Regardless of whether the Offeror chooses a teaming arrangement, the Offeror must still provide at least three (3) references that demonstrate the Offeror's experience in handling at least 600 calls per day.

e. In addition to the aforementioned requirements, the proposed reference contracts shall also meet the following requirements:

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

FACTOR B – PAST PERFORMANCE

- a. USPTO will assess the quality of the **Offeror's** past and present performance in similar services in programs of similar size and complexity. Although the USPTO will assess the past performance of the entire Offeror's team, should a teaming arrangement be involved, the USPTO is mostly interested in the prime Offeror's past performance. If the Offeror is proposing a teaming arrangement whereby one subcontractor will perform 30% or more of the requirement (but not more than 49% in accordance with FAR 52.219-14), the Offeror must submit at least one past performance reference for that subcontractor. **The following past performance information will not be accepted:** Past performance for the Offeror's affiliated entities, parent corporations (if recently acquired), and subsidiaries.
- b. **Each Offeror shall provide five (5) Government and/or commercial past performance contract references. These contract references shall be the same five (5) contracts utilized under FACTOR A – Relevant Experience above and shall be currently in process or completed within the past three (3) years. In addition, the contract references shall be or shall have been the customer receiving the actual services provided.** If a teaming arrangement is proposed, two (2) of the five (5) references may be for the Offeror's proposed subcontractor if the subcontractor will perform more than 30% of the required services under this solicitation.
- c. The USPTO will utilize past performance information submitted by each Offeror in response to the solicitation. Each Offeror shall have the contract reference complete a Past Performance Questionnaire (Attachment "4") for each contract provided as a past performance reference under its proposal. Each contract reference shall:
 - (1) Fully complete and sign the Past Performance Questionnaire (see Section J, Attachment "4");

- (2) Place the questionnaire in a sealed envelope clearly indicating the contract reference agency's/company's name and address; and
- (3)(a) Return the sealed envelope to the evaluated Offeror for inclusion in Volume I of the Offeror's proposal to be submitted to the USPTO by the solicitation closing date. Offerors are prohibited from opening the sealed envelope containing the completed questionnaire. If the USPTO determines that the Offeror opened the sealed references or tampered with a questionnaire in any way, the Offeror will be deemed ineligible for award.
- (3)(b) In the event that the contract reference has a policy that precludes them from releasing past performance information directly to the Offeror, then the contract reference may fax the completed past performance questionnaire to the Contracting Officer, Becky Morehart, at 571-273-6560. Any past performance questionnaires faxed to the Contracting Officer are required to be received at the fax number by the RFP closing date and time or they may not be considered.
- d. The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements, and reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.
- e. In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

FACTOR C – MANAGEMENT APPROACH

- a. The Management Approach shall not exceed seven (7) pages in total, inclusive of all Offeror attachments. However, resumes of Key Personnel proposed in accordance with Section H will not be included in the seven (7) page limit and shall not exceed two (2) pages per resume.
- b. The Management Approach shall include, at a minimum:
- (1) Brief history of the company including infrastructure.

- (2) Specific Management Plan for the contract, including an innovative approach and description of the plans, policies and procedures to be followed in performance of Section C. The Offeror shall also identify and describe the principal support office for the program and the total number of employees to be assigned to the overall program, including any applicable teaming or subcontracting arrangements. An organizational chart depicting the layout of the proposed support office structure, the identification of key personnel in Section H and which employees are proposed major subcontractor personnel necessary to accomplish the project. If a teaming arrangement is involved, the Offeror shall describe the plan to manage the teaming arrangement, specify the exact percentage of work to be performed by each proposed subcontractor, and shall include copies of proposed teaming or subcontracting agreements and key personnel resumes.
- (3) Identification and resumes of key personnel. Offeror shall submit signed letters of intent to perform for the proposed key personnel.

c. Quality Management Approach.

- i. The Offeror shall propose a quality management approach for managing and controlling quality on this performance-based services contract by outlining its philosophy, policies and procedures for identifying and meeting the relevant performance and quality standards that encompass the scope of the requirements found in Section C. Offerors shall propose a quality management approach that encompasses the scope of the services required by USPTO. The quality management approach shall include the minimum SLA requirements found in Section C.6.2.1, as well as Offeror-proposed SLAs and performance metrics using the "Service Level/Performance Metrics Worksheet" template (Attachment "2"). The Offeror shall complete the Service Level/Performance Metrics Worksheet (Attachment "2") for each SLA and performance metric summarizing the minimum SLA requirements and include the Offeror-proposed SLAs and/or performance metrics and associate financial penalties.
- ii. In addition to the minimum performance measures and standards stated in the Service Level/Performance Metrics Worksheet (Attachment "2"), Offerors shall propose additional performance measures and standards, including the methods in which the performance standards will be measured. These additional performance measures, if agreed upon, may be incorporated into the contract.

FACTOR D – TECHNICAL APPROACH

1. The Technical Approach shall not exceed ten (10) pages total in length and shall include the Offeror's innovative approach to meeting all of the requirements of Section C.
2. A Transition Plan describing the Offeror's approach to transitioning from the current contract to the follow-on effort within 30 days from contract award without disruption to the services required by the USPTO. The Transition Plan includes, but is not limited to, a description of the transition approach as well as the identification of associated risks and the mitigation of those risks.

FACTOR E: PRICE PROPOSAL (VOLUME II)

Offerors' price proposals shall consist of three (3) sections as follows:

1. Section 1: Burdened Labor Rates which shall contain the following:
 - (a) Each Offeror shall complete Section B – Supplies or Services and Prices/Costs (Attachment "1") (using the exact same format) by proposing fully burdened hourly rates (including wages, overhead, general and administrative expenses, profit, etc.) for each labor category identified in Attachment "1" and priced in each of the following three (3) ways:
 - (1) On-Site with Government-Furnished Furniture;
 - (2) On-Site without Government-Furnished Furniture (Government provides space only)
 - (3) Off-Site
 - (b) Each Offeror shall provide a breakout for each labor rate showing each component that makes up the labor rate (i.e. direct labor rate, any overheads, G&A, profit, etc.).
 - (c) Offerors are encouraged to propose quantity discounts for the labor rates which reflect lower labor rates for each labor category based on the USPTO ordering of different levels of total hours in each year of the contract.
 - (d) Offerors are not required to propose a Material Handling rate. However, if a Material Handling Rate is proposed, the Offeror shall propose a percentage rate for the base year and each of the option years and it shall be capped at 3%. The Material Handling Rate, if any, should be provided as a percentage of the cost of future material to be procured under the resulting contract, if any.
2. Section 2 - Firm Fixed Pricing for C&A Requirements shall contain the following:

The Offeror's proposed Firm Fixed Price to comply with Clause H.21 - Security Requirements for Information Technology Resources under CLIN 0003 in Section B.

However, if the Offeror proposes to provide the services required under CLIN 0003 of the RFP at no cost, then the Offeror shall insert "No Charge" in the price column for CLIN 0003 in Section B – Supplies or Services and Prices/Costs (Schedule of Prices) (Attachment "1").

3. Section 3 – Section K Certifications and Representations shall contain the following:

A completed copy of Section K (Representations and Certifications) or printed copy of current representations and certifications from Online Representations and Certifications Application (ORCA).

L.16 SUBMISSION REQUIREMENTS

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

1. paper form (one original and three copies) on white, untextured paper;
2. the proposal formatted for Microsoft Office 2003 and formatted for 8 1/2" by 11 " single-spaced print;
3. page margins shall be one (1) inch on all sides;
4. the type for all proposal documents (including charts and graphs) shall be black;
5. the characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;
6. the font shall be Arial 12 pt; and,
7. shall not exceed six (6) lines per vertical inch.
8. Additionally, one copy of the Price Proposal on a CD formatted for Microsoft Excel 2003. The CD shall match the paper copy or the Offeror runs a risk of being eliminated.

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

c. Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. DOC52PAPT0801020 on the outside of the package.

d. All proposal documents shall be received **no later than 2:00 p.m., Eastern Standard Time (EST), July 25, 2008.**

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

U.S. Postal Service:	Hand-carried, Courier, or Non-USPS Mail:
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U.S. Patent and Trademark Office
 ATTN: Becky Morehart/DOC52PAPT0801020
 Office of Procurement
 Mail Stop 6, Madison East Building,
 600 Dulany Street, 7th Floor, Rm. 7C01
 PO Box 1450
 Alexandria, VA 22313-1450

U.S. Patent and Trademark Office
 ATTN: Becky Morehart/DOC52PAPT0801020
 Office of Procurement
 600 Dulany Street
 Madison East Building, 7th Floor, Room 7C01
 Alexandria, VA 22314-1450

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

L.17 QUESTIONS AND RESPONSES

- a. All questions pertaining to the solicitation shall be submitted electronically via email to HDS1020@uspto.gov. Questions shall identify the author and company name. Questions and responses pertaining to the solicitation will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/>. The identity of the author and associated company name of the question will not be published. Offerors are responsible for checking the USPTO website above for responses to questions.
- b. **All questions regarding the solicitation are due by 3:00 p.m., Eastern Standard Time (EST), July 3, 2008.** Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.18 USE OF NON-GOVERNMENT ADVISORS

- a. Contractor support services may be used to assist the Government in performing technical and/or cost evaluations of Offeror's proposals. Support contractors, if used, will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to provide advice on specialized matters or on particular problems. Support contractors may participate as non-voting members of a source evaluation board and participate as technical advisors to a source selection board. However, in no event shall support contractors participate as voting members of any source selection board. Each non-Government advisor will sign a non-disclosure statement. The Government may use the following non-Government advisors in the evaluation process:

- Acquisition Solutions, Inc., Arlington, VA

- b. Contractors are required to provide any objection to disclosure to the listed non-Government advisors in writing prior to the date set for receipt of proposals and shall include a detailed statement of the basis for this objection.

L.19 COMMUNICATIONS CONCERNING SOLICITATION

Only the Contracting Officer may be contacted regarding the solicitation. Communication concerning the solicitation with any other Government personnel, including contractor support personnel listed in Section L.18 - Use of Non-Government Advisors, is prohibited. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

SECTION M – EVALUATION FACTORS FOR AWARD

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

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

M.2 BEST VALUE DETERMINATION AND CONTRACT AWARD

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

M.3 BASIS OF CONTRACT AWARD

- a. Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of non-price and price features offering the best overall value to the USPTO. This will be determined by comparing differences in the USPTO evaluated value of each Offeror's non-price and price features. The USPTO shall determine what trade-off among non-price and price features promises the greatest value to the USPTO within the confines of the relative importance of the evaluation factors. The basis for award of a contract as a result of the solicitation will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.
- b. To be eligible for source selection and contract award, the Offeror shall meet the following conditions:
 1. Determined to be responsible according to the standards of FAR Subpart 9.1;
 2. Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation;
 3. Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required;
 4. Meets all mandatory requirements set forth in the solicitation; and

5. Provides the best overall value to the USPTO as represented by a combination of non-price and price factors.

M.4 EVALUATION PROCEDURES

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

A. Relevant Experience

1. The USPTO will evaluate the Offeror's experience based on its demonstrated ability to perform the activities specified in Section C of the solicitation by comparing the type, size and complexity of the Offeror's previous prime or subcontract experience with the type, size and complexity of the requirements specified in Section C of the solicitation. More emphasis and weight will be placed not only on an Offeror's relevant experience gained as a prime contractor than as a subcontractor, but on the Offeror's demonstrated capability whereby a teaming arrangement is not proposed in response to this solicitation.

B. Past Performance

1. The USPTO will evaluate the quality of the Offeror's past and present performance in similar services in programs of similar size and complexity. The USPTO will also assess the relevance of the Offeror's submitted Past Performance Questionnaires. Greater weight will be given to the Offeror's past performance references as opposed to the past performance references of any proposed subcontractors.
2. During the evaluation process, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.
3. False information provided concerning references may result in the Offeror being deemed ineligible for award.

C. Management Approach

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

The USPTO will also evaluate the quality and relevant experience of proposed key personnel.

2. The quality management approach shall describe the structure, responsibilities, procedures, processes, and resources needed to implement quality management on the contract. The quality management approach shall include the Offeror's proposed service level agreements and/or performance measures that will align with the Offeror's technical and management approach and correlate to proposed contract disincentives (i.e., financial penalties) along with the minimum SLA requirements defined by USPTO.
3. The quality management approach shall demonstrate an understanding of the linkage between the contract requirements; SLAs and performance metrics; and the proposed contract disincentives. The proposed service level agreements and performance metrics will be evaluated for the extent that they:
 - a. Are comprehensive in their ability to quantify, measure, track, and report contractor and/or operational performance relating to achievement of USPTO's desired Help Desk Services contract requirements, agency objectives and/or business results;
 - b. Commit to the highest level of service and customer satisfaction consistent with cost effectiveness; and
 - c. Are valid, objective, reasonable, understandable, cost-effective, executable, and correlate to the contract requirements and associated disincentives.

D. Technical Approach

1. The USPTO will evaluate the proposed technical approach for quality, completeness, responsiveness, relevance, and credibility.
2. The Transition Plan includes, but is not limited to, a description of the transition approach and identification of associated risks and the mitigation of those risks. The Transition Plan will be evaluated on the extent to which it demonstrates a comprehensive, sound, and reasonable approach that ensures a seamless transition of USPTO IT Help Desk services.
3. The Transition Approach will be evaluated on the extent to which the Offeror has demonstrated an approach for the successful transition ("phase-in") and assumption of USPTO IT Help Desk Services support operations within 30 days after contract award is:
 - a. Realistic and achievable;
 - b. Offers a seamless transfer of functions, activities, knowledge, and documentation that minimizes disruption to business operations;

- c. Provides reasonable and complete assumptions with respect to existing conditions; and
 - d. Demonstrates the Offeror's successful experience and proven record in transitioning services of similar type, scope and complexity.
4. The evaluation will consider the extent to which the Offeror has demonstrated the ability to provide a sound and feasible "phase-in" transition from contract award to the Offeror's proposed technical and management approach.
 5. The proposed transition plan shall be technically feasible, practical, and demonstrates a thorough understanding of the requirements, including a sound and reasonable solution to minimizing risk. Additionally, the plan shall be of sufficient detail and clarity, with key milestones and deliverables identified, in order to enable the USPTO to gain visibility into the methodologies and processes that substantiate the Offeror's understanding and approach to the transition requirements. The Offeror shall provide reasonable and complete assumptions with respect to existing conditions.

E. Price

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

For the base year and each option year, the USPTO will evaluate the total proposed price for the three pricing alternatives identified in Section L.13.E (i.e., On-Site with Government-Furnished Furniture; On-Site without Government-Furnished Furniture; and Off-Site) by using the Offeror's proposed fully burdened labor rates in the USPTO representative labor mix.

M.5 RELATIVE IMPORTANCE OF EVALUATION FACTORS

(a) Evaluation Factors

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

FACTOR A: RELEVANT EXPERIENCE

FACTOR B: PAST PERFORMANCE

FACTOR C: MANAGEMENT APPROACH

Subfactor 1: Management Plan

Subfactor 2: Key Personnel

Subfactor 3: Quality Management Approach and Performance Measures

FACTOR D: TECHNICAL APPROACH

Subfactor 1: Technical Solution
Subfactor 2: Transition Plan

FACTOR E: PRICE

(b) Relative Order of Importance

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

1. The Relevant Experience factor and the Past Performance factor are of equal value.
2. The Management factor and the Technical factor are of equal value.
3. The Relevant Experience factor and the Past Performance factor are more important than Management and Technical factors.
4. All subfactors within each factor are of equal value.

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

M.6 SINGLE AWARD

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