

1. Continuation of the SF 1449-Solicitation/Contract/Order For Commercial Items

1.1 Performance Based Services Contract

This contract is predominately Performance Based.

1.2 Contract Type

This is a Hybrid contract; it contains both FFP and unpriced contract line items. The OHR Operations and Customer Service Support CLIN lines are FFP and CLINS 0006,0012,0018,0024, and 0030 are for additional unpriced services at this time. The additional services CLINs are unpriced as authorized pursuant to the Patent & Trademark Acquisition Guidelines (PTAG) that is accessible at <http://www.uspto.gov/web/offices/ac/comp/proc/ptag.pdf>. Additional services will be ordered through the issuance of task orders consisting of labor categories and rates similar to services provided under the firm fixed price CLINs, but see Section 2.1 and 2.3.5 for complete details.

1.4 Base Period (October 1, 2008 or date of award thru 6 months)

CLIN	Description of Service	Unit	Unit Price	Units	Extended Price
0001a	Scanning 52s,50s, & FCIP IDPs	Month		6	
0001b	Payroll Documents Filed	Month		6	
0001c	File Process (e.g. PAPS, EPFs, IPFs & eOPF Support)	Month		6	
0002	Data Entry—Regular	Month		6	
0003	Data Entry—Awards	Month		6	
0004	Customer Service	Month		6	
0005a	Quality Review	Documents		5000	
0005b	Full Audit Review	Files		175	
0005c	New Employee Audit Review	Files		750	
0006	Unpriced Additional Services				

Total Base Year Price:

\$ _____

1.5 Option Year One (Date of Option Exercise thru 12 months)

CLIN	Description of Service	Unit	Unit Price	Units	Extended Price
0007a	Scanning 52s,50s, & FCIP IDPs	Month		12	
0007b	Payroll Documents Filed	Month		12	
0007c	File Process (e.g. PAPS, EPFs, IPFs & eOPF Support)	Month		12	
0008	Data Entry—Regular	Month		12	
0009	Data Entry—Awards	Month		12	
00010	Customer Services	Month		12	
00011a	Quality Review	Document		10,500	
00011b	Full Audit Review	File		368	
00011c	New Employee Audit Review	File		1575	
0012	Unpriced Additional Services				

Total Option Year One Price: \$ _____

1.6 Option Year Two (Date of Option Exercise thru 12 months)

CLIN	Description of Service	Unit	Unit Price	Units	Extended Price
0013a	Scanning 52s,50s, & FCIP IDPs	Month		12	
0013b	Payroll Documents Filed	Month		12	
0013c	File Process (e.g. PAPS, EPFs, IPFs & eOPF Support)	Month		12	
0014	Data Entry—Regular	Month		12	
0015	Data Entry—Awards	Month		12	
0016	Customer Services	Month		12	
00017a	Quality Review	Document		11,025	
00017b	Full Audit Review	File		386	
00017c	New Employee Audit Review	File		1654	
0018	Unpriced Additional				

	Services	
--	--------------------------	--

Total Option Year Two Price: \$ _____

1.7 Option Year Three (Date of Option Exercise thru 12 months)

CLIN	Description of Service	Unit	Unit Price	Units	Extended Price
0019a	Scanning 52s,50s, & FCIP IDPs	Month		12	
0019b	Payroll Documents Filed	Month		12	
0019c	File Process (e.g. PAPS, EPFs, IPFs & eOPF Support)	Month		12	
0020	Data Entry—Regular	Month		12	
0021	Data Entry—Awards	Month		12	
0022	Customer Services	Month		12	
0023a	Quality Review	Document		11,025	
0023b	Full Audit Review	File		386	
0023c	New Employee Audit Review	File		1654	
0024	Unpriced Additional Services				

Total Option Year Three Price: \$ _____

1.7 Option Year Four (Date of Option Exercise thru 12 months)

CLIN	Description of Service	Unit	Unit Price	Units	Extended Price
0025a	Scanning 52s,50s, & FCIP IDPs	Month		12	
0025b	Payroll Documents Filed	Month		12	
0025c	File Process (e.g. PAPS, EPFs, IPFs & eOPF Support)	Month		12	
0026	Data Entry—Regular	Month		12	
0027	Data Entry—Awards	Month		12	
0028	Customer Services	Month		12	
0029a	Quality Review	Document		11,025	
0029b	Full Audit Review	File		386	
0029c	New Employee Audit Review	File		1654	

0030	Unpriced Additional Services	
------	------------------------------	--

Total Option Year Four Price: \$ _____
Total Contract Price for Fixed-Price Services: \$ _____

2. STATEMENT OF WORK

2.1 INTRODUCTION/BACKGROUND

The United States Patent and Trademark Office (USPTO) has a need for human resources professional, operational and customer service support services for the Office of Human Resources (OHR), U.S. Patent and Trademark Office (USPTO), U.S. Department of Commerce (DOC). The USPTO is currently located in Alexandria, VA.

The OHR plays a variety of roles in supporting the USPTO's 21st Century Strategic Plan. A primary OHR role is the monitoring and tracking of personnel activities, including the maintenance of the Official Personnel Folders associated filing requirements and system or business process requirements mandated by the U.S. Office of Personnel Management (OPM) regulations.

There are approximately 9,000 current employees at the USPTO and within the next five years there may be as many as 10,500 employees. The proper maintenance of personnel records, namely the Official Personnel Folder (OPF), eOPF (Electronic Official Personnel Folder), Individual Payroll File (IPF) used to maintain employee payroll activities, Employee Performance Folder (EPF), Medical Personnel File (MPF), and other operational files associated with incumbent personnel and proper disposition of more than some 40,000+ personnel records is of the utmost importance to OHR's ability to support USPTO goals and mission.

The OHR maintains and oversees these records at a central site. Contractor employees must recognize the importance of security and confidentiality; maintain a professional image at all times; have excellent oral and written communication skills; be organized; be able to handle multiple priorities; deal with difficult customers; and maintain a positive attitude about the important functions of this requirement.

The Contractor must have a detailed working knowledge of duties and responsibilities relative to federal human resources, OPM guidelines, specifically: "The Guide to Personnel Record Keeping" and "The Guide to Processing Personnel Actions." This is located at <http://www.opm.gov>.

In addition, the Contractor must be knowledgeable in management and oversight of records management, assessments, analysis and inventory; concepts and theories of quality control administration; data entry and database management/IT; personnel auditing principles; and customer support services, as well as, adhere to the strict confidentiality standards as set forth in the Privacy Act and policies established by the USPTO.

HUMAN RESOURCES LINE OF BUSINESS (HR LOB)

During the period of performance for this contract, USPTO plans to license a new Human Resources Information System (HRIS) under the Human Resources Line of Business (HR LOB)¹ Initiative and continue with the implementation of the Electronic Official Personnel Folder Initiative (eOPF)².

This may impact the requirements of this contract in two ways. One, as the migration occurs, the contractor may be asked to perform various activities other than those listed in the firm fixed price CLINs which are consistent with the migration to HR LOB. The unpriced CLINs 0006, 0012, 0018, 0024, and 0030 have been designed for this purpose.

Two, after the base year, and as the migration occurs, there may be a need to realign/restructure the requirements contained in the FFP CLINs. It may also be necessary to consider a termination for convenience. Should either of these scenarios develop, the Contractor and Government will negotiate a solution going forward.

The USPTO has provided sample labor categories consistent with the types of requirements that USPTO may utilize during the transition to the new HRIS (See Attachment D—Support Service Labor Categories). The labor categories and accompanying skill sets are samples of the kinds of labor OHR may order. The specific requirements and labor categories needed will be negotiated in individual task orders. Samples of the possible tasks required are as follows:

- Data cleansing—USPTO may require assistance cleansing historical HR data in preparation for conversion to the new system. Anticipated activities include: data correction (mass and individual); data entry, data review, and correction verification).
- Business Process Design—USPTO may require assistance with the development of new or revised business processes to support the HR LOB initiative. USPTO anticipates that the scope of this activity would be limited to those business processes that the successful offeror already supports under this contract.

¹ HR LOB information available at: https://www.opm.gov/egov/HR_LOB/index.asp

² eOPF information available at: <https://www.opm.gov/egov/e-gov/EHRI/>

- Document Retention—USPTO may require assistance with reviewing Government-wide policies and procedures on documentation retention and the development of recommendations for addressing document retention issues.
- Document Disposition—USPTO may require assistance with determining alternatives for the disposition of HR documents. This may include the review of policy, development of recommendations, research of best practices, development of alternatives analyses, and physical implementation of the selected alternative.

2.2 GENERAL REQUIREMENTS/OUTCOMES

- a. Furnish management and technical personnel with the necessary knowledge, skills, and abilities to perform the work required by this project. The File Room is also opened daily from 7:00 a.m. to 5:00 p.m. Therefore the contractor needs to maintain coverage during these specified times.
- b. Process OHR documents in each category in accordance with the time constraints outlined in Attachment H—Quality & Timeliness Standards. For complete details on volume estimates see Attachment A—Transaction Volume Estimates.
- c. Maintain personnel files for each employee identified on the current Employee Alpha Roster including separated employees.
- d. Provide up-to-date management reporting. These reports include numbers related to filing, data entry, error reporting and monitoring and distribution of documents.
- e. Supply Standard Operating Procedures to the Government within 6 months.
- f. File accurate SF-50s.
- g. Maintain well organized files that contain accurate information.
- h. Provide excellent customer service.

2.3 EXPECTATIONS

The Contractor shall provide experienced and qualified professional personnel to provide services to include the following:

1. Records Management Support
2. Data Entry—Records
3. Data Entry—Awards Processing

4. Customer Support Services
5. Additional Services
6. Operational Quality Support

2.3.1 RECORDS MANAGEMENT SUPPORT

The contractor shall perform the required records management and retention support services necessary for the maintenance of all USPTO employees' personnel/payroll documents, Official Personnel Folders (OPF), individual payroll files (IPF), employee performance folders (EPF) and medical personnel folders in accordance with OPM guidelines. The following activities are encompassed in records management:

1. Scanning SF 52s and SF 50s
2. Processing Payroll Documents
3. Maintain hardcopy files (including IPFs, EPFs and MPFs) on a current basis in alphabetical order. Maintenance includes the filing of hardcopy documents consistent to OPM's Guide to Personnel Recordkeeping and USPTO policy. Maintenance also includes purging and destruction of records in accordance with the OPM Guide to Personnel Recordkeeping, NARA policy and USPTO policy.
4. Create and maintain electronic OPFs on a current basis in the eOPF system. Creation includes importing new employee files and documents. Maintenance includes imaging, indexing, and importing new documents into an existing eOPF, and storing records in accordance with OPM guidance in the Guide to Personnel Recordkeeping and USPTO policy.
5. Other maintenance tasks include:
 - ❑ The deletion of electronic records and disposition of hardcopy records as appropriate in accordance with the Guide to Personnel Recordkeeping, NARA policy and USPTO policy.
 - ❑ EOPF auditing and correction of discrepancies
 - ❑ Maintain the eOPF records and related hardcopies of employees separated by death or retirement up to 120 days and all other separations for 60 days.
6. Review hardcopy OPFs against the eOPF to ensure the hardcopy is complete before forwarding the file to the gaining agency or the National Personnel

Records Center (NPRC). Forward any documents received after the eOPF and hardcopy OPF have been forwarded. OPM and DOC guidelines state forwarding agencies will only receive a created disk of eOPF information and maintained beneficiary forms.

7. Maintain daily record system of hardcopy IPF and EPFs released to (charged out) and returned from (checked in) authorized users through use of an automated record system and send out overdue notices as appropriate (charged out longer than 15 days). The Contracting Officer Technical Representative (COTR) shall provide the Contractor with a list of authorized requestors. This portion of the requirement corresponds to CLINS 0001, 0007, 0013, 0029, and 0025. See Attachment A for volume estimates and Attachment B(Contractor HR Services Processing) for current processes. The current processes are provided for informational purposes only. A glossary of terms is in Attachment F and a list of personnel and payroll document types is in Attachment G.
8. The contractor shall work with HR Specialists to incorporate quality control and quality assurance as SF-52s and SF-50s are processed and other operational areas where the contractor and HR Specialist interact to complete document processing.
9. Collect, review, scan, and maintain hard copies of Federal Career Intern Program (FCIP) Individual Development Plan (IDP). Review to assure that all areas are completed before scanning for inclusion in E-OPF. Records must contain the following:
 - ❑ Employee's name and organization
 - ❑ Any changes to the IDP made by the supervisor of record
 - ❑ Evaluation Summary Sheets and recommendations of the Supervisor
 - ❑ Documentation related to the intern's development or any other records relating to the intern's progress under the program; and
 - ❑ Signature of both the employee and his/her supervisor at the completion of the development period

If the file is incomplete, the contractor must contact the appropriate HR specialist to advise them of the deficiency and coordinate the completion of the file with the appropriate business unit. Completed documents are scanned and included in the employee's E-OPF where they will be maintained for 5 years. Each year, records that are 5 years old will be retired in accordance with applicable procedures for retiring records.

10. The contractor must remain fully cognizant of those individuals authorized to request and receive hardcopy OPFs eOPF, IPF, EPF, and MPF documents. In addition to managing the movement of folders, the contractor must manage the steady stream of personnel documents that arrive from various sources for scanning and filing.

These documents must be scanned or filed in the correct eOPF or hardcopy OPF, IPF, EPF, or MPF within prescribed timeframes. In addition, the contractor must respond to written and telephonic requests for employment verification from outside organizations. Various other duties are performed relating to maintenance of the eOPF and hardcopy OPF and other individual employment records.

2.3.2 DATA ENTRY/DATA BASE MANAGEMENT SUPPORT

The contractor shall supply operational support and data entry/data base management/IT to OHR by furnishing a wide-range of clerical, administrative, and technical support functions. The contractor will be required to operate the automated tracking systems that will monitor file activities throughout OHR.

The contractor must provide qualified data entry personnel and establish a verification process that will include quality control and quality review performance measures, to be incorporated in the weekly/biweekly/annual management reporting requirements.

The contract requires experienced data processors skilled in working in an electronic environment and in supporting a parallel process in the development, auditing, and routine maintenance of the Personnel Files.

The contractor will be required to maintain the INFOLINX 2000 electronic tracking database and monitoring system used to capture activities associated with the routine use of the Personnel Files, or a similar system to be used for electronic tracking of files. The contractor will have access to the Internet via PTONet to obtain OPM regulations, guidelines, and references @ <http://www.opm.gov>.

The contractor shall use USPTO-supplied computers to access the on-line Internet databases including Infolinx 2000 and other DOC/USPTO databases, if necessary. The contractor shall utilize all USPTO provided software and databases to conduct the required software research to attain the maximum automation of the OHR personnel and HR systems commensurate with OHR requirements.

The contractor's personnel shall follow the established OHR security system that provides for the safety and privacy of materials that pertain to on-going or prior personnel file activity. These materials will be held in a secure area within the OHR facility and will not be allowed out of the facility.

This requirement corresponds to CLINS 0002, 0008, 0014, 0020, and 0026. A description of the current workflow process is provided in Attachment B.

2.3.3 DATA ENTRY--AWARDS PROCESSING

The contractor will be responsible for the data entry processing of employee awards into the USDA National Finance Center (NFC) system. Although awards are processed throughout the year, the peak period for award processing at USPTO is from October to December of each year. This requirement corresponds to CLINS 0003, 0009, 0015, 0021, and 0027. Attachment C (Awards Processing for a Fiscal Year) details the awards process as well as the anticipated volumes.

2.3.4 CUSTOMER SERVICE REQUIREMENTS

The Contractor will be responsible for the customer service duties associated with the operation and administration of OHR Customer Service Center. These duties include, but are not limited, to the following:

- Staff the customer service center Monday thru Friday from 8:A.M to 5 P.M.
- Greeting and receiving customers
- Directing customers to the appropriate organization or individual
- Answering the OHR Customer Service telephone and directing phone calls to the appropriately.
- Providing accurate information and correct OHR forms and/or documents
- Receiving and date stamping official personnel transaction documents (SF-52s), employment applications, and other OHR/OPM or benefit related documentation and forms
- Entering SF-52's into an OHR tracking system, and distributing them to the correct division, work area, or individual
- Sorting and distribution of incoming/outgoing mail
- Use of electronic resources made available via Internet or intranet access to retrieve employee personnel data to promote greater efficiency.
- Timely notification of customer service issues to COTR (within 24 hours or sooner if circumstances warrant)
- Miscellaneous tasks (i.e. delivery and pickup of personnel documents, disposal of confidential documents, photocopies, sorting, faxing, and document distributions)

Attachment E contains current customer service processes. Attachment A provides the estimate for the number of hours needed to fulfill customer service obligations. This requirement is associated with CLINS 0004,0010,0016,0022, and 0028.

2.3.5 ADDITIONAL SERVICES

The unpriced additional service CLIN is designed to provide OHR with the services necessary to any ancillary services required and transitional work associated with the HR LOB initiative. For a list of labor categories and description of required skill sets that may be required see Attachment D.

Task Orders will be negotiated and issued as necessary. A Request for Quote (RFQ) will be sent to the contractor and the contractor must propose labor categories, and number of hours for each category of labor and current labor rates. Depending on the nature of the requirement, the Contractor will be requested to submit quotes either on a labor hour or FFP basis.

2.3.6 CONTRACTOR/GOVERNMENT QUALITY ASSURANCE

The Contractor shall establish quality assurance procedures that conform to the performance criteria set by the Government (see Attachment H). All aspects of quality control/quality assurance shall include performance standards and measures for which contract performance will be gauged in meeting contract requirements. (Quality Review, Audit Review, and New Employee Audit Review CLIN Sections 0005, 0011, 0017, 0023, 0029).

Specifically the Contractor must do the following:

- The Contractor will ensure a quality and validation process for the inherent audit review process of the SF-52 and SF-50 for accuracy and maintain a qualified database management system for tracking and monitoring the accuracy of data input and output for quality control/quality assurance purposes.
- Audit of SF-52s and SF-50s, the contractor is required to conduct a specified number of full audits on existing files (see Attachment A for complete details) and conduct complete audits of the file of any new employee.
- Develop and maintain Standard Operating Procedures (SOPs) for each of the services within six (6) months of the commencement of this contract. The SOPs will include, but not be limited to, workflow diagrams and detailed end-user processing instructions.
- Develop and maintain a database management system for tracking and monitoring the accuracy of data input and output for quality control/quality assurance purposes for each requirement that involves the processing of and distribution of personnel/payroll application data.

- Notify the COTR immediately (within 24 hours or sooner if the situation warrants) if actions will not be processed in a timely manner in accordance with the performance requirements in Attachment H. This includes equipment problems, customer service issues, or any other problem that requires corrective action.

The Government will establish a quality assurance surveillance plan to ensure the contractor meets the performance measures of timeliness and quality. The Government will use the following methods to ensure compliance with the timeliness and quality performance standards:

- Perform periodic spot-check reviews of files for accuracy.
- Review up to 20% of filed SF-50/52 and/or payroll files
- Conduct customer surveys

3. Addenda to FAR 52.212-4 Contract Terms And Conditions— Commercial Items (OCT 2003)

A. Marking And Packaging

Any report required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number. Reports and manuals may be requested to be submitted electronically.

B. Period of Performance

The effective period of this contract is as follows:

Base Period:	October 1, 2008 or Date of Award thru 6 months
Option Period I	Date of Option Exercise thru 12 months
Option Period II	Date of Option Exercise thru 12 months
Option Period III	Date of Option Exercise thru 12 months
Option Period IV	Date of Option Exercise thru 12 months

Any order issued during the effective period of this contract and not completed within that period, shall be completed by the contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period.

C. Ordering Procedures

1. Additional Services available through the optional CLINs shall be ordered by the issuance of a task order via mail, fax, or email from the Contracting Officer.
2. Only the Contracting Officer may issue oral modifications to task orders within the general scope of the contract for modifications to time of performance, place of performance, and quantities. Any oral modifications under this contract will be followed, as soon as possible, with a written modification to the task order.

D. Contract Administration

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the USPTO points of contact during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer 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 inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data 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 the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or

deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

E. Contracting Officer's Authority

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, 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.

F. Contracting Officer's Technical Representative (COTR)

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

NAME: Janell Hospital
ADDRESS: U.S. Patent and Trademark Office
Office of Human Resources
550 Carlyle Place 4th Floor Rm A77
ALEXANDRIA, VA 22313-1450

PHONE NO: 571-272-6164

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

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

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

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for

him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G. Government Furnished Equipment & Information

The USPTO will provide the necessary workspace to perform the required task. In addition, the Government will provide the supplies and equipment necessary to complete the tasks in meeting OPM and USPTO required standards (i.e., lektriers, OPF, EPF, IPF and MPF retention folders; burn bags, inter-office mailing envelopes, personnel documents (forms) photocopier, photocopy paper and toner, archive boxes. The Government will provide the resources necessary to accommodate contract personnel occupancy and seating (i.e. standard desk and chair; the Contractor will be required to provide any needs for ergonomic furnishings or personal accommodations).

The Government will provide the Contractor with computers and Internet access as needed for performance of the contract. The Government will provide a telephone desk set as needed for contract performance. All Internet and telephone use must be conducted in accordance with USPTO's "Rules of the Road", "Media Contact Policy", and policies, rules and guidelines available on the USPTO intranet. OHR will provide a procedures manual with the most current regulations pertaining to the maintenance and security of eOPFs and OPFs.

The Contractor must provide office supplies and equipment essential to performing requirements specified herein (pens/pencils, pads, staplers/staples, tape/tape dispensers, binders/clips, and the like).

H. Organizational Conflicts of Interest

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

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

I. 52.217-9 Option to Extend the Term of the Contract—Fixed Price Contract

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30-days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30-days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

J. Federal Holidays

For information purposes, the following days are observed as Federal holidays (also available at <http://www.opm.gov/FEDHOL/index.asp>):

- New Years Day
- Martin Luther King Jr's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day (when applicable)

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential

proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The COTR will notify the Contractor when early release of Federal employees has been authorized.

K. Key Personnel

- a. The Contractor shall assign to this contract the following key personnel specified in its quote:

Project Manager

- b. 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 (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- c. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced.
- d. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. Any substitution will require written CO approval

L. Restrictions Against Disclosure

1. The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to

perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

2. The Contractor agrees that he will not disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.
3. All personnel employed on this contract shall be subject to a suitability investigation in accordance with the instructions of Clauses O and P of this contract. At the time of contract initiation or employment (whichever comes first), each individual shall, within 3 workdays, complete and return to the COTR such forms as requested by the Government. Adverse information discovered as a result of such an investigation may result in recommendation for the employee's termination of employment from this contract.

M. Advertising of Award

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

N. CAR 1352.239-73- Security Requirement for Information Technology Resources

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

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and

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

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

(1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4 (<http://www.ossec.doc.gov/cio/itmhweb/itmhweb1.html>).

(2) The DOC Security Manual, Chapter 18 (<http://www.ossec.doc.gov/psy/>).

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

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

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

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

- (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure

appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources

(<http://csrc.nist.gov/secplcy/a130app3.txt>);

National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems

(<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and

DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>). .

National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and (This section is not applicable to the instant acquisition)

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Quoter's quote or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract. (This paragraph is not applicable to the instant acquisition).

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

O. CAR 1352.239-74 Security Processing Requirements for Contractor/Subcontractor Personnel for Accessing USPTO Automated Information Systems.

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

Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

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

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

Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days.

P. Section 8(a) Direct Award

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the U.S. Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under

the 8(a) program. The cognizant SBA district office is: U.S. Small Business Administration Washington Metropolitan Area District Office 1110 Vermont Avenue N.W., 9th Floor Washington, DC 20043-4500

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

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

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Commerce. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

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

Q. Notification of Competition Limited to Eligible 8(a) Concerns

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

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

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

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

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

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

(2) The Contractor will notify the USPTO's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**R. 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—
Commercial Item Acquisition (Feb 2007) (This clause applies to the optional
unpriced CLINs if ordered on a labor hour basis)**

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

(End of provision)

S. 52.217-8 Option to Extend Services.

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

T. 52.232-18 Availability of Funds

AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

U. 52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

4. FAR 52.212-5 Contract Terms And Conditions Required To Implement Statutes OR Executive ORDERS—COMMERCIAL ITEMS (JAN 2005)

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

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)
(Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)
(15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

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

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

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

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

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

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

(7) 52.219-8, Utilization of Small Business Concerns (May 2004)
(15 U.S.C. 637(d) (2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007)
(15 U.S.C. 637(d) (4)).

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

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

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)
(14)).

(10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)
(15 U.S.C. 637(d) (4) (F) (i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a) (2)).

(16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

(ii) Alternate I (Aug 2007) of 52.222-50.

(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c) (3) (A) (ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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

(ii) Alternate I (Dec 2007) of 52.223-16.

(28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.O.S, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

(Contracting Officer check as appropriate)

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

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

(End of clause)

5. ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS—
COMMERCIAL ITEMS (JAN 2005).

Offerors are required to submit quotes containing three separate sections.

- The first section shall have a cover letter of 1 to 2 pages, one-page title page with company information and contacts listed, table of contents, and executive summary.
- The second section should describe the offerors' experience and past performance.
 - Experience:
 - Quoters shall describe the company's relevant experience and ability to accomplish the requirements contained herein. The statements should describe the breadth and depth of the quoter's corporate experience. Specifically, the type and quantity of documents managed in HR file rooms, as well as, experience related to temporary staffing.
 - The proposed project manager's experience will also be considered. Information provided about the program manager should describe the breadth and depth of relevant experience. E-OPF and National Finance Center processing experience is preferred.

This section is limited to 10 pages.

- Past Performance: List no more than three Government or commercial contracts of similar size, scope, and complexity that are currently in progress or were completed within the last five years. Provide valid and current points of contact for the contract (Contracting Officer and COTR, or commercial equivalents). For each point of contact include a telephone number, email address, and fax number.

This section has no page limit.

- Pricing portion of the quote shall be the third section.

The FFP pricing information shall be provided in the exact format as the Contract Line Items. The contractor shall submit the number of positions, wage, and number of hours for each position for each CLIN. The offeror will submit a breakout of the hourly rates and burdens associated with the contract employees that fill wage determination positions. This information will be used for adjustments pursuant to the Service Contract Act. The offeror shall identify the labor categories that are considered exempt from the Service Contract Act and those positions to which it applies.

Offerors are advised that subsequent to award, and in accordance with FAR 13.106-3(d) a brief explanation of the basis of contract award will be provided.

6. FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

The Government will conduct this procurement using simplified acquisition procedures under the authority of the test program in FAR 13.5 and the Patent & Trademark Acquisition Guidelines (PTAG).

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Experience is more important than past performance. The non-price factors are significantly more important than price.

As the relative difference among the offerors in the non-price factor decreases the price factor becomes more important. At its discretion, and as deemed necessary, the Government may require an offeror(s) to do an oral presentation.

I. Experience

Experience is defined as the ability of the offeror to execute and manage a requirement of this magnitude, scope, and complexity. Relevant experience is required.

The proposed project manager experience will be considered. e-OPF and National Finance Center processing experience is preferred.

II. Past Performance

Past performance is how well the offeror delivered on their contractual promises during contract performance. Past performance reference checks will be conducted and offerors will be evaluated on the basis of the quality of the work performed.

III. Price

The evaluated price will consist of the sum of the base and option years of the FFP portion of the contract.

OFFERORS REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete reps and certs in ORCA at <https://orca.bpn.gov/>

7. Contract Documents, Exhibits or Attachments:

Attachment A—Transaction Volume Estimates

Attachment B—Current HR Workflows

Attachment C—Award Types and Processing Steps

Attachment D—Support Services Labor Categories

Attachment E—Customer Service Process

Attachment F—Glossary of Terms

Attachment G—Personnel & Payroll Document Types

Attachment H—Government Performance Criteria

Attachment I—Wage Determination