

Questions and Answers

1. Does the award of a contract guarantee any minimum number of hours for the initial performance year, given the fact that reimbursement for overhead costs (management, administration, facility, equipment, etc.) need to be bundled into the rates? **No.**
2. Precisely how do the pricing tables in Section B relate to the Attachment J-13 Labor Category Tables? **Attachment J-13 category tables will be incorporated into Section B upon award.** Should costs be included in the proposal in the format of the tables from Section B? **Attachment J-13 Labor Category tables should have had a column for "On-Site Hourly Rates", and "Off-Site Hourly Rates". Attachment J-13 will be corrected to include On-Site and Off-Site Hourly Rates.** If so, is there a spread of labor hours by category to be used to come up with a total value for each year, or are you looking for the individual hourly rate for each labor category for each year to be placed in each cell? **No, Offerors should provide individual hourly rates for each labor category for all five years. Offerors should provide labor category tables with pricing for on-site and off-site personnel, which includes all the labor categories in Attachment J-13 for each of the five years. For example, the Base Year labor table would include all labor categories, with on-site hourly labor rates and off-site hourly labor rates.**
3. In Section B-2, what are the differences between tables 2.A, 2.B, and 2.C? They seem to ask for the same information, all based on 25,000 hours per year. **Yes, the tables are all the same. Tables for CLIN 002A, CLIN 002B, and CLIN 002C provides the USPTO an option to exercise optional quantities in multiples of 25,000 hours for each of the five years, in addition to the 200,000 hours per year listed under Section B.1.**
4. Sections L.6 and L.9.2.2 require Financial Statements to be submitted with the Price Proposal. Specifically, what financial statement information is required, and for what period of time? **Offerors shall provide financial statements, profit/loss statement and statement of retained earnings covering the last annual accounting period. Specify the financial capacity, working capital and other resources available to perform the contract.**
5. Sections F.4 and H.1 indicate that the Program Manager shall be considered as Key Personnel and identified by the Contractor. Where in the proposal shall bidders indicate who their proposed Program Manager is and what that person's qualifications are? **Offerors shall indicate the name of their Program Manager under H.1 Key Personnel (a) (1). Submittal of a qualifications statement for the Program Manager is not required and the name of the Program Manager is not required until contract award.**
6. Section L.9.2.2.1 (c) requires that the Price Proposal be submitted electronically in Microsoft Excel compatible format. Many of the items included in this volume (SF33, Representations & Certifications, Subcontracting Plan, Teaming Plan) are not conducive to submittal as spreadsheets. Will the USPTO consider allowing these items to be submitted as Microsoft Word 2003 or Adobe PDF files, and have the Labor Hour Category Pricing submitted in Microsoft Excel? **Yes, all documents, other than the labor hour category pricing, should be submitted in Microsoft Word 2003. Only the labor category pricing information should be submitted in Microsoft Excel.**
7. Sections F.4 and H.1 say offerors must provide a Key Personnel (Program Manager), but Section L does not address it as a requirement in either volume. Do we need to include the resume? Where should this individual be named? **Offerors shall indicate the name of their Program Manager under H.1 Key Personnel (a) (1). There is not a requirement to submit a resume for the Program Manager.**

8. Section L.9.2.4 states "To be eligible for award, the offeror must certify, at the time of proposal submission, that they have and use an ANSI 748 Compliant Earned Value Management System. The ANSI 748 Compliant EVMS Certification is found in Section J.2.E, Attachment 12." Attachment 12 is an EVMS template, not a certification form. Please clarify the format of the EVMS certification. Where should the certification be included in the proposal? **There is not any specific format. The certification shall be included in Volume II – Price Proposal, after the "teaming plan".**

9. Section B.7.b indicates that if a vendor does not have an ANSI 748 Compliant Earned Value Management System at time of award, an interim solution may be used until one is implemented. Where would this information be provided in the proposal? **Offerors shall include a plan, in the event the offeror cannot certify that they have and use an ANSI 748 Compliant Earned Value Management System (EVMS), in Volume II – Price Proposal, after the "teaming plan". There is not any specific format.**

10. The Section K.5 header line indicates the EVMS certification and plan are Post Award items, but Sections L.9.2.4 and M.3.5 indicate they are required to determine eligibility for award. Should the EVMS Plan and certification be submitted as part of the proposal, and if so where should they go? Section L.9.2.2 does not list the EVMS Plan or certification in any section of the proposal format. **Yes, the certification or EVMS plan shall be included in Volume II – Price Proposal, after the "teaming plan". There is not any specific format.**

11. The solicitation does not indicate in which part of the proposal offerors are to provide details on their proposed Program Manager and his/her qualifications. Please clarify how and where in the contractor's response this information is to be presented. **Offerors shall indicate the name of their Program Manager under H.1 Key Personnel (a)(1). There is not a requirement to submit a resume or provide qualification details for the Program Manager.**

12. In the section where we submit our key Program Manager's details (see Question 11), can we also describe our task order PMO? Alternatively, would USPTO consider allowing contractors to provide a 5-page Executive Summary at the beginning of Volume I to provide information on the proposed Program Manager and management approach for this contract? Please provide instructions in this regard. **The USPTO does not desire an executive or management approach. Offerors shall indicate the name of their Program Manager under H.1 Key Personnel (a)(1). There is not a requirement, nor is it desired, to submit a resume or provide qualification details for the Program Manager. Also, see answer to question 5.**

13. B.1 (b) – Please confirm that the dates set out for Option 3 and Option 4 are correct or provide a corrected table. **Option 3 and Option 4 under B.1.(b) are incorrect. The tables will be corrected. Option 3 should have been "September 1, 2011 – August 31, 2012" and Option 4 should have been "September 1, 2012 – August 31, 2013".**

14. B.1 (c) – Please confirm that offerors are to provide a list of all 34 labor categories (listed in Attachment J-13) with hourly Off-Site and On-Site rates for CLIN 001 for each contract year. **Yes, that is correct. Also, see answer to question 2.**

15. B.2 – Optional Quantities – Please explain the purpose of the optional quantities and the need for three (3) responses that appear to be exactly the same (CLINs 002-A; 002-B; and 002-C). **In the event, the USPTO needs to order more than 200,000 hours per year, the USPTO will have options to exercise quantities in multiples of 25,000 hours. The requirement for Offerors to price three CLINs 002A, 002B, and 002C for the multiples of 25,000 hours is to allow flexibility in the number of hours acquired to achieve USPTO objectives.**

16. Attachment J -13 – Please clarify the jump in numbering of Labor Categories between 14 -18, and between 30 -34. **The numbering should be in sequence. The numbering of the labor categories will be corrected to reflect there are a total of 35 labor categories.**

17. H.3: Prime Contractor/Subcontractor Teaming Roles: “Companies may pursue the contract opportunity as a prime as well as a subcontractor. However, a company will be prohibited from being awarded a contract to perform as a prime and subcontractor at the same time.” – Will USPTO be making that determination on its own during the evaluation period, i.e, if you are a sub on another team’s submittal will you be precluded from consideration as a Prime? Or, if selected as a Prime, could the contractor then remove itself as a subcontractor on another team? **If a company is selected as a prime contractor, the company will be prohibited from the role of subcontractor for any other contracts which the company may have been proposed. Only prime contractors will be evaluated. The purpose of the teaming plan is to identify companies who have proposed to be a prime and are being proposed as a subcontractor. This is to avoid any actual or potential Conflicts of Interest (COIs) as well as the potential to attain an unfair competitive advantage.**

18. L.9.2.5: Teaming Plan:” For each subcontractor of the team, the offeror must identify: Name, address, contact, phone #, e-mail, size, area of expertise....The teaming plan will not be scored, and will only be used to identify potential conflicts of interest” – How will the potential COI be determined? On what basis? How does this relate to question 17 above?

In order to determine if there are any potential or actual COIs, the USPTO must know who the teaming partners are. There are numerous situations which may present actual or potential COIs. For example, the IDEAI contractor may serve as an unbiased third party in the review of other Government contractor’s plans, performance, and products. The IDEAI contractor or subcontractor could not review their own plans, performance, and products which they may have performed for the USPTO.

19. L.9.2.6: How soon after proposal submission will USPTO conduct Orals? **It is unknown, however award is anticipated prior to August 31, and proposals are due April 14. Therefore, it would occur between this timeframe.**

20. Will the USPTO provide the Sample Tasks for review prior to the Oral Presentation? If so, how much time will be given for preparation? **Sample tasks will be provided 48 hours prior to oral presentations to those companies in the competitive range.**

21. L.9.2.1.1.e. / Attachment 15: Past Performance Contract Termination worksheet- Does “contract termination” include contract expiration? **No, contract termination would not include a contract which expired.** If the contractor has not had any contracts terminated, is it acceptable to provide a response of “Not Applicable” to this portion of the RFP? **Yes, “Not Applicable” is acceptable.**

22. Ref : B.2 Optional Quantities, CLIN 002.A, Pg. 2. What is the function of CLIN 002.A services? Is there a particular labor mix that the PTO desires? How does this CLIN relate to CLIN 001, CLIN 002.B and CLIN 002.C? Please clarify.

See Answers to Questions 3 and 15. All labor categories in Attachment J-13 will be included in all CLINs for all years. The USPTO will have the option of ordering hours for any of the labor categories in Attachment J-13.

23. B.2 Optional Quantities, CLIN 002.B, Pg. 3, What is the function of CLIN 002.B services? Is there a particular labor mix that the PTO desires? How does this CLIN relate to CLIN 001, CLIN 002.A, and CLIN 002.C? Please clarify.

See answer to question 22 above.

24. B.2 Optional Quantities, CLIN 002.C, Pg. 4. What is the function of CLIN 002.C services? Is there a particular labor mix that the PTO desires? How does this CLIN relate to CLIN 001, CLIN 002.A and CLIN 002.B? Please clarify.

See answer to question 22 above.

25. Section B. Should the labor categories be individually listed by year listing individual hourly onsite and offsite rates? **Yes. See answer to question 2 above. Offeror should provide individual hourly rates for each labor category for all five years. Offerors should provide labor category tables with pricing for on-**

site and off-site which includes all the labor categories in Attachment J-13 for each of the five years. For example, Base Year labor table would include all labor categories, with an on-site hourly labor rates and off-site hourly labor rates.

26. C.4 Knowledge Transfer, Pg. 11. Please provide additional information and definition of the knowledge transfer requirement. See answer to question 27.

27. C.4 Knowledge Transfer, Pg. 11. Is the Knowledge Transfer Program anticipated to be a task order? No. If not, how does the Government anticipate the Knowledge Transfer Program to operate? The intent of the knowledge transfer program is to ensure that knowledge gained by contractors during the performance of the contract is not lost to the government when these individuals leave the contract. The form of operation of this program is up to each contractor. It will not be a separate task order. The concept of transferring knowledge to the government must be integrated into the execution of each task order.

28. G.8 Option to Solicit Additional Contractors, Pg. 26. Under what situation or circumstances would contracts not be renewed? Please clarify. Options are unilateral rights under Government's contracts by which, within a specified period, the Government may elect to purchase additional supplies or services in the contract or may extend the contract. One example of a contract not being renewed may be poor performance.

29. L.9.1 General Instructions, Pg. 68. Under D. #1 Page Features Can the Government allow use of a standard MS Word Proportional font such as Times New Roman or Ariel? The font type must conform to the requirement in Section L.9.1.d.2.

30. L.9.1 General Instructions, Pg. 68. What is the page constraint for the Award and Cert section? There is no page constraint for the Award and Certifications section.

31. M.1 Evaluation of Proposals, Pg. 76. Does the proposed PM need to have experience on one of the Past Performance References? No.

32. Attachment J16 Attachment J16 uses Times New Roman 6 point font. Please clarify that this is the font and point size to be used in the response. The response typed into the form must be in 12 point font in accordance with Section L.9.1.d.2.

33. General. How many awards – large and small business – is the Government expecting to issue under the RFP? The USPTO expects to award multiple awards as a result of this competition. It is the Government's intention to award at least one award to a small business.

34. The RFP makes numerous references to the USPTO Software Development Life Cycle (SDLC) practices and framework (example, C.1.1 (e)(6) and C.3.2. (b)). Can we obtain a copy of the PTO SDLC documentation? Copies will be made available upon request. Requests for copies must be emailed to: ideai@uspto.gov with the "SDLC Request" in the subject line. Offerors who have requested copies will be notified of a pickup time and place, due to time constraints.

35. L.9.2.1.1 (b) states: For each of the reference contracts, the offeror will complete a Past Performance Reference worksheet. The Past Performance Reference worksheet and Instructions are found in Section J.3.D, Attachment 16. For each Past Performance Reference contract, the offeror shall be limited to the two page worksheet. The type size format contained in Attachment 16 is 6 pts. for page 1, and 11 pts. for page 2 (the instructions). Is the worksheet required to be 12 pts. as noted in L.9.1 (d)(2), or can it be 11 pts. or smaller on the form? The response typed into the form must be in 12 point font size in accordance with Section L.9.1.d.2.

36. H.1 lists the Program Manager as key personnel. Attachment 13, Labor Categories, provides definitions for the labor categories, but does not include a labor category description for the Program

Manager. Please clarify the qualifications required for the Program Manager. **The USPTO has not specified qualifications for the Program Manager. This is not designated as a labor category because the cost for the Program Manager must be included in the overhead for program management. The program management should be factored into all labor rates.**

37. RFP Reference. Page 1, Attachment 13. Section B.1, Attachment 13. CLIN tables within section B1 provide cells labor category pricing for contractor and government site rates, but not for the distribution of labor category hours among rates and division of hours between contractor and government site. Please confirm that the Government is looking for labor category pricing only, not an estimated labor mix and that the "total" at bottom of the table can be ignored. **See answers to questions 2 and 25. The Government is looking for pricing for individual labor categories only. The reference to "Total" in each CLIN table will be removed.**

38. Page 5. Section B.4.3. Section B.4.3.(c) states that all program level management support cost are to be built into our total hourly labor rates. Task order and project management cost are to be billed direct to associated task. Please confirm that Configuration Management and Quality Assurance activities associated with a specific task are also to be billed direct to the supported task. **Yes.**

39. Page 7 "All discrete task orders must have a baselined project plan before the task order will be negotiated and approved." B.6. It is assumed that the contractors will work with the government in creating a baseline project. Should this PMO effort be built into the hourly rates? **Yes.**

40. Page 68. General Instructions, Page Features, Type and Specific Instructions, VOLUME I – Technical Proposal Instructions, SECTION 1 – Experience Factor Proposal Instructions. L.9.1.d.2 and L.9.2.1.1.b. You state "2. Type: Type for Volume I should be twelve (12) characters or pitch per linear inch or six (6) lines per vertical inch -- or equivalent. The price/cost proposal (Volume II) must at least 12 font size." and "b. For each of the reference contracts, the offeror will complete a Past Performance Reference worksheet. The Past Performance Reference worksheet and Instructions are found in Section J.3.D, Attachment 16. For each Past Performance Reference contract, the offeror shall be limited to the two page worksheet." The fonts utilized in Attachment 16 are 6 pt and 9 pt. Are we to change the Attachment 16 fonts to 12 pt or leave the font size as provided? **Leave the font size in the form labels as is but use 12 pt. for your response in filling in the form in accordance with Section L.9.1.d.2.**

41. Page 70. Section L.9.2.2. Section L.9.2.2.of the solicitation 1 Price Proposal Instructions references Financial Statements as required information. What Financial Statements are required? **See answer to question 4.**

42. Pages 65, 67, 70. L.6, L. 9.1, and L.9.2.2. On page 65 you ask for two electronic copies of the price proposal on CD; on pages 67, and 70, you request: ".Three CD/DVD electronic copies of the offeror's price proposal are required in a format compatible with (or translatable by) Microsoft Office Excel 2003." Please clarify. **Yes, Section L.6.1(b) (page 65) will be changed to reflect three (3) electronic copies on CD/DVD are required.**

43. Page 69, Past Performance Factor Instructions. L.9.2.1.2. When are the clients required to have their input into Open Ratings for use in the evaluation? **Offerors are required to submit their references to Open Ratings by April 14, 2008, the closing date of the solicitation. The confirmation of the submittal to Open Ratings is required to be submitted with the Offeror's proposal (See Section L.9.2.1.2, pages 69-70).** When contactors go to the Open Ratings site, here is the timeline that Open Ratings suggests (from page 2 of its FAQ document): "From Open Ratings: How long does it take? The average time to complete a report is approximately 35 days, however for orders placed on-line this time is reduced to 20 days. Customers that facilitate the process by proactively contacting their references and advising them

of the process tend to close their orders sooner with a higher response rate from the customers.” Since the RFP was released on March 11 and is due on April 14 (34 calendar days), it is requested that contractors be granted some additional time to ensure that they chose the most relevant contracts, then submit them to the Open ratings system by the RFP due date. **Request for additional time is denied. The USPTO recognizes that Open Ratings will not have the completed surveys to us by April 14, 2008.**

44. Page 69, Past Performance Factor Instructions. L.9.2.1.2. The use of Open Ratings; From the Open Ratings FAQ, page 1: After 13 days, if Open Ratings has received fewer than four completed surveys, your order is forwarded to our call center and we attempt to contact your references via telephone. When we receive four complete references, the order is closed. After 13 days, if Open Ratings has received at least four completed surveys, we will keep the order open for another 8 days or until at least 50% of surveys are completed, whichever comes first. The order is then closed. The RFP instructs users to submit 20 references to get the 5 required replies. How can contactors ensure that the most relevant ones are submitted by Open ratings, and not just the 5 that we submitted first before the order closes? **Offerors are encouraged to proactively contact your references to request that they promptly respond to the Open Ratings, Inc. inquiries for past performance. Offerors are required to submit to Open Ratings references for past performance. It is encouraged to submit 20 references for a higher probability that Open Ratings will receive 4 completed surveys. Offerors cannot be ensured that the most relevant references will complete the surveys. However, if the Offeror has submitted references that are relevant, then four completed surveys submitted to the USPTO should be relevant references. Open Ratings uses Standard Industrial Codes (SIC) in its analysis. Offerors references should be in the Industry Group 737: Computer Programming, Data Processing, And Other Computer Related Services** For additional information concerning the past performance, visit <http://www.openratings.com/>

45. B.1(a) – Schedule of Services - Does the USPTO have a Small Business (SB) goal? It is not clear in Section G what the strategy is. **The USPTO has an agency goal of 50% for small business. This includes all contracted actions for the agency. Any small business awards under IDEAI will be counted toward the achievement of the agency's small business goals.**

46. B.1(c) – Schedule of Services - Can the USPTO confirm that the maximum ceiling for all contractors and all years for IDEAI is \$95M? **The ceiling for IDEAI for all years is \$95 million.** The guidance given in the pre-solicitation notice indicated that the level of effort was approximately 200,000 for the Base Period per contract. Further, CLIN0001, 0002, 0002.A, and CLIN0002.B together appear to exceed this level. **See answer to question 3 and 15. CLIN 0001 represents a base year and four option years. Please note the Base Year, and four option years with their respective periods of performance. CLINS 002A, 002B, and 002C are Optional Quantities for the base year and four option years with each period of performance with 25,000 hours. The three CLINs (002A, 002B, 002C) would allow the USPTO to order up to 75,000 hours per year (25,000 hours x 3 = 75,000 hours).**

47. B.1(a) – Schedule of Services - Can the USPTO explain why the CLINs in Schedule B have different hours associated with them and what those CLINs represent? For example CLIN 0001 shows 1,000,000 hours, CLIN 0002.A shows 125,000 hours, and CLIN 0002.B shows 125,000 hours. **Note B.2 is entitled “Optional Quantities”. See answer to question 46 above.**

48. B.5(a) – Task Orders - What is the anticipated response time for an FN07 response to a Task Statement of Work once it is issued? **The submission due dates are stated in Attachment 3, which is five (5) working days after receipt of Government Technical or Contracts direction.**

49. C.1.1.e (3) – Background - The pre-solicitation notice stated that IT Security program and C&A activities would be in a separate procurement, however, it appears that some of this activity is covered by

the solicitation. Is it the intent of the USPTO to now procure that scope in IDEAI? **Security Architecture and Security Engineering will be part of IDEAI but not C&A.**

50. C.3.2 SDLC Enhancement - Can USPTO please provide documentation which describes its current 8-phase SDLC processes? **Yes, see answer to question 34 on how to obtain copy of the USPTO SDLC processes and documentation.**

51. F.13 and, Attachment 1, FN01, Contract deliverable Description – The referenced documents show Task Order Status Reports as due 15 calendar days after the end of each calendar month. However pages 6 of 13 and 8 of 13 reference the file being due on the 18th of each month. Which is correct?

Both are correct technically. The Monthly Status Report (FN01) is due fifteen calendar days after the end of the calendar month. Page 6 and page 8 are referring to the “Task Order Actual Cost Download Requirements” which is a deliverable within the Monthly Status Report. Pages 6-8 are the instructions for the electronic download. The “Task Order Actual Cost Download Requirements” download file is due on the 18th of each month. Pages 9-13 are requirements which must be included in the hard copy of the Monthly Status Report.

52. G.7(b)(2)(c) – Task Order Allocation - Does the USPTO have an anticipated schedule that includes Competitive Range selection and Orals? **See answers to Questions 19 and 20.**

53. G.7(b)3 & L.9.2.5 – Task Order Allocation - Will the teaming plan which shows a subcontractor’s area of expertise be a factor determining task order awards? Will we get credit for subcontractor past performance in the task orders? **No, the teaming plan, as stated in Section L.9.2.5, page 72, will not be scored, and will only be used to identify potential conflicts of interest. The teaming plan will not be used to receive credit for subcontractor past performance in the task orders. However, in evaluating a FNO7 for purposes of task order award, the USPTO will consider the proposed expertise of the team in performing the task.**

54. H.1 and L.9.2. – Key Personnel - The solicitation states that the only Key Person is the Program Manager. There is no guidance or page count that includes the Program manager’s resume. Can we include the Program Manager’s resume? **See answer to questions 5 and 7. No, do not include the Program Manager’s resume.**

55. H.2 (b) Subcontracts - If a subcontractor is currently working on a task that is in Conflict with IDEAI at the Task Order Level, can the prime firewall that specific subcontractor and still bid the task order? **See H.2 “Organizational Conflict of Interest”, pages 27-30. Specifically, para. H.2(b) Subcontracts, H.2(c) Representatives and Disclosures, and H.2 (e) Remedies and Waiver addresses the process for actual or potential conflicts of interest.**

56. H.7(a) – Personnel Security Requirements - If one of our proposed personnel has already successfully passed a NACI, BI, or MBI for another Federal contract do they have to go through again with USPTO? **If the proposed personnel has already successfully passed the required level of background investigation and their break in service is less than one year, they will not have to go through another background investigation. If the background investigation required by USPTO is a higher level then they will have to go through another background investigation.**

57. H.7(b) Personnel Security Requirements - If one of our proposed personnel already has submitted fingerprints and has an active security clearance do they need to resubmit through USPTO? **No.** If we are an authorized company to do fingerprints for DSS/DOD can we utilize our facility or do all individuals

need to be physically fingerprinted at USPTO? **If fingerprints are required, they must be physically fingerprinted at USPTO.**

58. H.11(a)(1), Associate Contractor Relationship – Will USPTO initiate Non-Disclosure agreements between associate Contractors as it appears proprietary data may need to be exchanged and there is no direct relationship between the Contractors? **H. 2.(a)(2) Organizational Conflict of interest specifically addresses “Access to and Protection of Proprietary Information”. It is the contractor’s responsibility to obtain a written agreement for each employee who has access to proprietary data.**

59. H.12(b), Subcontract Consent – Will subcontractors identified at time of proposal submission receive consent/approval at time of award? **No. Consent/approval will be obtained after the award of any task orders to contractors.**

60. H.20(c)1,2,3 - CAR 1352.239-73 - Can the government provide the template for C&A Package so that we can understand what is involved? **The USPTO will post three C&A documents: System Security Plan, Risk Assessment Report, and the Security Assessment report to:**
<http://www.uspto.gov/web/offices/ac/comp/proc/ideai/ideaihom.htm>

61. H.21(a) - CAR 1352.239-74- Do our personnel have to go through the process if our staff has been already screened by the USPTO? **No, all personnel who have been screened by the USPTO within the last year do not have to go through the process again.**

62. J.2 D, Attachment 11, Invoices – The sample format for detailed breakdown for billed task orders is cost plus award fee in nature (lists fringe, OH, G&A, base and award fee) but the stated contract type is labor hour. Will USPTO remove or revise the invoice back-up requirement? **The USPTO will revise the “Backup Doc” and the “Invoice Summary” of Attachment 11 to reflect information for the labor hour type contract.** Will a standard Deltek Accounting System generated Time and Materials type invoice by task with detailed current and cumulative hours and dollars by labor category meet USPTO’s invoicing requirements? **Contractors must submit their invoices to meet the invoice requirements in G.6 Invoices, pages 23-25. The USPTO is not familiar enough with Deltek Accounting Systems generated Time and Materials type invoices to make a determination.**

63. J.3 D, Attachment 16, Past Performance Reference Worksheet and Instructions – Page 2 Attachment 16, Item 2 allows for the Name of the organization that did the work. . .either Offeror or subcontractor from teaming partners. This conflicts with L.9.2.1.1.a.3 which states “Only references from offerors who are proposing as the prime contractor will be acceptable.” Will USPTO advise which takes precedence? **Only the Prime’s past performance may be offered. Attachment 16 has been corrected to show this.**

64. L.8(a) – Set Aside Information - How does the 30% goal for small business contractors working under a large business prime relate to USPTO overall Small Business goal and the share of IDEAI expected for a small business prime? **Section 8(d) of the Small Business Act (15.U.S.C. 637(d) requires subcontracting plans in negotiated acquisitions that is expected to exceed \$550,000. While the 30% for small business contractors are not included in the USPTO’s achievements, the USPTO strives to provide greater opportunities and is committed to small businesses. It is the USPTO’s intention to award to at least one contract to a small business. In the previous acquisition (SETA3), the small business awardee received a fair share of all of the work performed under the contract, clearly demonstrating the USPTO’s commitment.**

65. L9.1(b)2 – General Instructions – There is currently no page count for an Executive Summary or Introduction to the Offeror. Can the USPTO consider allocating 5 pages that introduces the Offeror and their capabilities? **No. An Executive Summary is not required nor is it desired.**

66. L.9.2.5 Teaming Plan - How will the teaming plan "be used to identify potential conflicts of interest"? The teaming plan does not require any statements of Conflict of Interest and earlier paragraphs indicate that Conflicts of Interest will be determined only at Task Order level. **It is correct that earlier paragraphs indicated that Conflicts of Interest will be determined at the Task Order level. However, for the immediate contract awards, the USPTO wants to ensure that the potential subcontractors are not presently engaged in work at the USPTO which may exclude them entirely.**

67. L.9.2.6 – Oral Presentation Instructions - What is the anticipated time period from receiving the letter that we are in the Competitive Range and can pick up our sample tasks and the actual date of Orals? How many days/weeks will we have to prepare for the Orals? **See answer to Questions 19 and 20.**

68. M.3.2.2b – Past Performance Factor– If a USPTO Offeror does not have relevant experience in a specific area, can the USPTO explain why and how that Offeror would be rated a neutral and not be unfavorable? **A neutral rating is not considered favorable nor unfavorable. FAR 15.305(a)(2)(iv) states "In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance." In the overall evaluation, the Offeror with no past performance in a specific area, there is a likelihood that the Offeror may not be successful.**

69. M.3.5 – ANSI 748 Compliant EVMS - If the Offeror does not have a Federal agency certified EVMS system but has a ANSI 748 EVMS compliant tool and process that is currently being used and in the process of being certified, will the Offeror be rated "acceptable"? **In accordance with Section L.9.2.4(a), page 72, "To be eligible for award, the offeror must certify, at the time of proposal submission, that they have and use an ANSI 748 Earned Value Management System" or Section L.9.2.4(b), "In the event that the offeror cannot certify that they have and use an ANSI 748 Compliant Earned Value Management System (EVMS), the offeror must submit a Plan on how they will achieve an ANSI 748 Compliant Earned Value Management System." Therefore, if the Offeror cannot certify that they have and use an ANSI 748 EVMS at proposal submission, then the Offeror must submit a Plan as stated above. "In determining whether the plan is "acceptable" or "not acceptable", the offeror's ability in this area will be determined based upon appropriateness, thoroughness, sufficiency, timeliness, and anticipated effectiveness to immediately achieve a compliant system".**

70. What is the USPTO's anticipated transition schedule given the current contract extensions ending 9/30 and with IDEAI award and follow on Task Order Competition not until 9/1? **The transition period is from 9/1 thru 9/30.**

71. Section H.1: Key Personnel. This section indicates that the contractor should identify the Program Manager. Should the Program Manager be identified in the initial proposal submission or at the Oral Presentation only? If the Program Manager is to be included as part of the initial proposal, will you please provide instructions? **See answers to questions 5, 7, and 11.**

72. Will all tasks under SETA 3 be included in IDEAI? If no, please identify which tasks may be excluded. **Certification and Accreditation (C&A) work is excluded for USPTO systems. Note, however, H.25 Certification and Accreditation Process is required for the contractor's systems.**

73. Section B.4 of the RFP states that the contract will issue two types of task orders, one of which is "discrete" for development efforts. Section B.4.2 states that discrete tasks are "completion" tasks. FAR 16.306 (d) defines completion as a form of CPFF contract. It is clear that some task orders will be issued as Labor Hour (e.g., T&M). Could you please be more specific as to your intent regarding the type of task that would be released when the RFP refers to the term "completion" with respect to a discrete task order (e.g., would these be FFP, CPFF, CPAF)? **The task orders may be FFP or Labor Hour.**

74. Section B.1, Page 1, Schedule of Services, Since PTO plans to award to at least one small business, will there be any task orders that are either set-aside or directed to small business once the contracts are awarded? **The USPTO's intention is to award tasks competitively but has the authority to issue tasks on a non-competitive basis (See G.7 Task Order Allocation, page 25). The USPTO may "award task orders non-competitively to the small business award under this contract to advance small business goals."**

75. Section C.3.2, Page 11, System Development Life Cycle Enhancement. Where can the contractor get more detailed information on the "USPTO's new Systems Development Life Cycle (SDLC) framework"? **See answer to question 34.**

76. Section F.3, Page 17, Place of Performance. In preparing rates for work to be conducted at government facilities, will all of these facilities be in the Metro DC area? If not, can a list of possible locations be provided? **Yes, government facilities should be interpreted as the USPTO campus in Alexandria, VA or USPTO facilities in Arlington, VA.**

77. Section H.2, Pages 27 – 30, Organizational Conflict of Interest. It is our understanding that if an award is received as a result of this solicitation, it does not automatically create an "Organization Conflict of Interest" for any future USPTO business. This would be determined at the task order level and we would have the option to decline to bid if it appeared that a task order would interfere with other business we are currently engaged in. Is this interpretation correct? **Yes, and in accordance with H.2, the contractor is required to notify the Contracting Officer of an actual, apparent, or potential conflict of interest the contractor may have prior to any commencement of any task**

78. Section H.7, Page 31, Personnel Security Requirements. If we have personnel who have already obtained SBU clearance utilizing the SF-85P process (including fingerprints) through DHS, will these personnel have to go through the process again for USPTO clearances or will their DHS clearances allow them to begin work on USPTO projects immediately? **They will have to submit SF85s with fingerprints.**

79. Section K.2, Pages 52 and 53, Annual Representations and Certifications. This portion of the NAICS regulation applies to companies who "resell" the products of another company, "other than a construction or service contract". Since this is a services contract, we assume this section does not apply to this solicitation. Is that correct? **No, this section does apply to this solicitation. Specifically FAR 4.1202 states "Except for commercial item solicitations issued under FAR 12, insert in solicitations the provision at 52.204-8, Annual Representations and Certifications." This is not a commercial item solicitation; therefore it is included in this solicitation.**

80. Section K.2, Page 52 and 53, Annual Representations and Certifications. The North American Industry Classification System (NAICS) code for this acquisition has been identified as 541519, and the small business size standard has been identified as \$23.0 Million. According to Federal Regulation §121.201, Exception # 18 applies to this NAICS code and sets the small business size standard Information Technology Value Added Resellers at 150 employees. Exception 18 states that, "18. NAICS code 541519—An Information Technology Value Added Reseller provides a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. Significant value added services consist of, but are not limited to, configuration consulting and design, systems integration, installation of multi-vendor computer equipment, customization of hardware or software, training, product technical support, maintenance, and end user support. For purposes of Government procurement, an information technology procurement classified under this industry category must consist of at least 15% and not more than 50% of value added services as measured by the total price less the cost of information technology hardware, computer software, and profit. If the contract consists of less than 15% of value added services, then it must be classified under a NAICS manufacturing industry. If the contract consists of more than 50% of value added services, then it must be

classified under the NAICS industry that best describes the predominate service of the procurement. To qualify as an Information Technology Value Added Reseller for purposes of SBA assistance, other than for Government procurement, a concern must be primarily engaged in providing information technology equipment and computer software and provide value added services which account for at least 15% of its receipts but not more than 50% of its receipts.” Based on this exception, if we are a company with less than 150 employees but more than \$23 million in revenue, we would still be considered a small business for award. Is this correct? **No. For purposes of Government procurement, an information technology procurement classified under this industry category must consist of at least 15% and not more than 50% of value added services as measured by the total price less the cost of information technology hardware, computer software, and profit. If the contract consists of more than 50% of value added services, then it must be classified under the NAICS industry that best describes the predominate service of the procurement. This procurement is considered to be 100% services. There may be an insignificant amount of hardware or software purchased but, at this time, it is not known. Therefore, the correct NAICS would be 541519. This company would not qualify as an Information Technology Value Added Reseller. As it states above, this is only for assistance from SBA, not for Government procurements.**

81. The RFP states that Program Manager is key but there is no Program Manager labor category in Attachment J-13 only a Project Manager. Would the Government consider adding a Program Manager labor category? **No. See answer to question 36.**

82. Historically, the SETA contractors have brought in additional experts to perform specific tasks under the contract such as Disaster Recovery Planning, the Data Center Relocation to Carlyle, etc. and many times these experts are quite expensive. Would the Government consider adding a Subject Matter Expert or Senior Technical Expert labor category? **Offerors may propose additional labor categories at any time throughout the life of the contract (See B.4.4(b)). Additional labor categories will not be added at this time.**

83. There are a number of labor categories that match the SOW such as Configuration Management Specialists, Quality Assurance staff, and Test Engineers. These requirements were performed by the IV&V contractor, SRA/Galaxy. Is it the intent of the Government to move these functions under the IDEAI contract? **No.**

84(a). There is only one labor category for Systems Engineer (Senior) and one Communications/Network Engineer. Since a large portion of the SOW is to provide systems design and engineering, would the Government consider adding Junior and Mid grade positions to these two labor categories? **No. See answer to question 82.**

84(b). There are no System Administrator labor categories. The current SETA contract requires system administrator support for the Lab. Is support for the lab going to be required under IDEAI and if so, would the Government consider adding a labor category for Systems Administrator? **Support for the lab will be required under IDEAI; however, the support will not require a Systems Administrator. See answer to question 82.**

85. Section H.1. There is a requirement for a Key Program Manager. Is a resume for the Program Manager required? If so, where in the proposal response should the resume be included? **See answer to question 7.**

86. Section H.1. Is a signed letter of intent from the Program Manager required? If so, where in the proposal response should the letter of intent be included? **A signed letter of intent from the Program Manager is not required.**

87. Section L.1, FAR 52.232-38 requires the submission of electronic funds transfer information with the offer. Where in its proposal should the offer include this information? **Electronic funds transfer information shall be included with the price proposal, Volume II.**

88. Section L.1, FAR 52.237-10(e) requires that offerors include a copy of its policy addressing uncompensated overtime with its proposal. Where in its proposal should the offer include this information? **Offeror's policy addressing uncompensated overtime should be placed in the price proposal Volume II, after the "Earned Value Management Certification or Plan", which was added in the answer to No. 8.**

89. Section L.9.2.1.1.e. If the offeror does not have any contract terminations to identify for this section, how does the government want this stated? **The Government requests that the Offeror include a page in this section stating you do not have any contract terminations.**

90. Will USPTO identify how long proposals submitted in response to this solicitation must be valid or may offerors specify this time period on the SF33? **The proposal must be valid for at least 130 days. Per Section L.9, "For purposes of proposal preparation, the Government anticipates award of this contract by August 30, 2008."**

91. Section K.5(c) requires the offerors to identify the major subcontractors planned for application of the EVMS guidelines. Is the definition of "major" left up to the offeror? **As stated in Section K.5(c), "Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree (underlined for emphasis) to subcontractors selected for application of the EVMS guidelines."**

92. Section L.9.2.4 requires that an EVMS Certification or Plan for compliance be included in Volume II, however EVMS does not show up in the lists requested below. Please provide the desired sequence for the seven items in the Volume. **The certification or EVMS plan shall be included in Volume II – Price Proposal, after the "teaming plan". There is no specific format for the EVMS certification or plan.**

Section L.6.1 indicates the following order for the Offer:

- a. SF 33
- b. Price Proposal
- c. Small Business Subcontracting Plan
- d. Financial Statements
- e. Representations, Certifications and Other Statements of Offerors
- f. Teaming Plan
- g. **EVMS Certification or Plan**

Section L.9.1.b.2 indicates the following order for Volume II:

- a. Price Proposal including:
- b. SF 33
- c. Representations, Certifications and Other Statements of Offerors
- d. Small Business Subcontracting Plan
- e. Financial Statements
- f. Teaming Plan
- g. **EVMS Certification or Plan**

Section L.9.2.2.1 indicates the following order for Volume II:

- a. SF 33
- b. Attachment J-13, Labor Hours Category Pricing
- c. Representations, Certifications and Other Statements of Offerors
- d. Small Business Subcontracting Plan
- e. Financial Statements
- f. Teaming Plan
- g. EVMS Certification or Plan

93. In response to Attachment J: Attachment J makes it appear that the PTO is looking for one labor rate per labor category that will be held constant across all 5 years of the contract. Is this the correct interpretation of PTO's intent? If it is, will PTO discard proposals which are priced in another manner (e.g., different prices in each year)? **No, that is not a correct interpretation. Offerors are required to price all of the Government's labor categories listed in Attachment J-13 with a burdened fixed hourly labor rate separately for off-site and on-site personnel. In addition, the Offerors are to provide its company's corresponding/comparable labor category title. The priced hourly fixed labor rates will be incorporated in Section B upon award. Offerors are expected to price the labor categories listed in Attachment J-13 for the base year and four option years that are listed in Section B.1. Offerors' proposals should contain five (5) Attachment J-13s, one for each year of the contract. For additional information on Labor Hour Pricing Rates, see Section B.4.3, page 5 of the solicitation. Also, as stated in Section B.4.4, Rate Refreshment, page 6, "The proposed labor rates for the out years for Option 1 through Option 4 should be inclusive of any escalations."**

94. In response to Attachment J and instructions at L.9.2.2.1a: Attachment J and the instruction given under L.9.2.2.1a seem to presume an existing one to one mapping of the PTO given labor categories and contractor labor categories. What are PTO's instructions for cases when this one to one mapping is not the existing condition? **The Offeror is to provide the company's most comparable labor rate category title as stated in "L.9.2.2.1(a) ".Offerors are to provide its company's corresponding/comparable labor rate title".**

95. Page 70, L.9.2.2.1 Price Proposal Instructions, paragraph a. – States Offerors are required to price all of the Government's labor categories listed in Attachment J-13 with a burdened fixed hourly labor rate and these rates will be incorporated in Section B upon award. Attachment J-13 reflects one column 'Proposed Fixed Hourly Rate' where Section B reflects 'Hourly Off-Site Rate and Hourly On-Site Rate'. Please confirm that rates are required for both Off-Site and On-Site. **Yes, off-site and on-site hourly rates are required. See answer to question 93 for additional information.**

96. Page 17, F.4 Key Personnel – indicates that the Program Manager is a key person. However, Attachment J-13 Labor Categories provides no description for the Program Manager. Page 6, B.4.3 (c) indicates that Program Management Support costs are included in the total hourly labor rates. These are contract-level program management support costs unlike the "Task Order Manager" or Project Manager" support costs that are billed as direct costs against the task order. Was the Program Manager labor category not included in Attachment J-13 as a separate rate is not required as Program Manager labor costs are to be included in the other labor category rates? **See answer to question 36.**

97. Reference Section B.4.3 (c) -- Program Management Support Costs. It is not clear how the Government wants the Offeror to price these costs. Is the Government requesting that the Offeror apply an appropriate load factor to each labor rate to cover all costs associated with Contract Level "Program Management Support Costs," or just apply an appropriate load factor to the "Program Manager" labor rates? Please clarify. Also, the Government references a "Task Order Manager," but there is no labor

category in Attachment 13 for “Task Order Manager.” Please clarify. Offerors should apply an appropriate load factor to each labor rate to cover all costs associated with the contract level program management support costs. There is no labor category for Task Order Manager. The contractor Task Order Manager is the individual responsible with interfacing with the Government Task Order Manager. The Task Order Manager would be an individual who is performing work under the task order in a defined labor category.

98. Reference Section L.9.2.1.2 – Past Performance Factor Proposal Instructions

The Government has required the use of Open Ratings, Inc. to “streamline” the past performance evaluation process. This process has not proven on other recent procurements to be a streamlined process and increases the risk to the government and the contractor in that there is an increased probability the government references will not respond or respond in a timely manner. The Open Ratings system sends automated emails to our government clients which are not always accepted through government spam filters. Some government clients also have had to get permission to respond to this automated system, slowing the process. This system is costly and not as efficient as a past performance questionnaire that contractors provide to our clients and the clients submit directly to PTO. Will PTO consider changing the requirement to use Open Ratings? No, the USPTO will not consider changing this requirement. The USPTO has utilized this streamlined method in the past and it has been proven successful.

99. This section requires a minimum of six (6) references be provided to Open Ratings, but Section L.9.2.1.1, Section 1 identifies five (5) reference contracts. If only 5 references are required for evaluation, why must six be submitted to Open Ratings? Section L.9.2.1.1 requires five (5) references for the “Experience” factor, while the references being provided to Open Ratings are for the purpose of “Past Performance” factor, which are two different factors. Note: Open Ratings recommends providing up to 20 references to ensure Open Ratings receives at least six completed responses.

100. Reference Section L.9.2.1.3 – Awards, Certifications, and Quality Recognition

Are these qualifications restricted only to the prime, or may those of subcontractors be submitted for evaluation? Awards, Certifications, and Quality Recognition submissions are limited to those received by the Prime Contractor.

101. Section L.9.1 General Instructions. Pg. 66 - b.2. Please clarify the page limitations for each section/subsection.

Section 1 – Experience (Containing two sections)	
Subsection A – Past Performance Worksheets	Limited to ten pages – (2 pages per reference X 5)
Contract Termination Worksheets	No limitation on pages
Section 2 – Confirmation of Past Performance Evaluation Order	
Submission to Open Ratings	No page limitation
Section 3 – Awards and Certifications	No page limitation

102. Section C.1.1 Background. Pg. 10. What software, hardware, and network infrastructure is currently supporting USPTO? At this time it is not feasible to provide a list of software, hardware and network infrastructure. However, additional information about the PTONet and USPTO OCIO IT Infrastructure can be found in the SLDC documentation upon request. See the answer to question 34.

103. Section C.3 Scope of Work. Pg. 11 - C.4 and C.6. Is USPTO looking to implement COTS products to fulfill these requirements? At this time, the USPTO is not specifically looking to implement COTS products to fulfill these requirements. However, additional information may be provided at the task order level when services/supplies are required..

104. SF33_Block 11: Is it the intent of the Government that the bidder enter the page count of each section of their proposal into Block 11 of the SF33? **No, it is not necessary or required.**

105. SF33. Block 11: Does Block 11 of the SF33 imply that the bidder's proposal should exactly correspond to the listed sections (A through M) or is Block M simply listing the various parts of the RFP? **Block 11 serves as the "Table of Contents". The USPTO has checked the sections which are included in the solicitation, and included a more detailed table of contents following the SF33.**

106. SF33. Block 12: The SF33 points out that Block 12 does not apply if the solicitation includes 52.214-16. However, L.1 of the RFP does not list 52.214-16 as incorporated by reference. Please confirm that for Block 12 of the SF33, the time period for which the offer should be valid is 60 days (the default in Block 12 if no time period is entered) or if the Government would require a different time period that the offer should be valid. **The proposal must be valid for at least 130 days so that the USPTO will have time to award contracts by August 30, 2008. Per Section L.9, "For purposes of proposal preparation, the Government anticipates award of this contract by August 30, 2008."**

107. In the brief list of requirements, software engineering and software development is not included. However, as an example of the technical efforts, the Government lists "the design and implementation of: distributed computer systems" which could conceivably involve software engineering and development. Please confirm that the scope of this contract does not include software/hardware engineering or development. **Software engineering and development is included.**

108. As this contract does not automatically come with specific task orders, it may be that an offeror at some point in time, has no outstanding task orders with the USPTO. Is it the intent of Government's advance 30-minute requirement (from paragraph F.6(b)) for meetings that an offeror be able to respond to the Government's meeting requests at all times during the life of the contract, or only at such times that the offeror has at least one active, outstanding task order? **It is the USPTO's intent that the Offeror be able to respond to meetings given an advance 30 minute notice when the Offeror has active, outstanding task orders. However, there may be occasions when the USPTO may want to discuss potential or urgent requirements and only an advance 30-minute notice is given...**

109. Having and operating an Earned Value Management System (EVMS) typically has a cost. As this IDEAI contract does not automatically come with specific task orders, it may be that in the first startup months of the contract, a particular offeror may not have any active task orders with the USPTO with which to offset the cost of owning and operating an EVMS. Is it the Government's intent that an offeror have AT LEAST a "non-compliant or nonvalidated" EVMS on the start date of the contract before such offeror has been awarded a single task order, or could it simply be the requirement for award of a first task order under IDEAI that the offeror does have such an EVMS? (In other words, could an offeror which has no EVMS at the present time be considered responsive if they show in a proposal how they would be able to use a "non-compliant or non-validated EVMS" once they were awarded a first task order, and then further show how such a EVMS would become compliant/validated at the end of the interim period? paragraph B.7(b) seems to imply that the Offeror must have an EVMS in place only if and when it is awarded a task order requiring EVMS. In contrast, paragraph K.5 however implies that an EVMS system is required at the outset of the IDEAI contract.)

In accordance with Section L.9.2.4(a), page 72, "To be eligible for award, the offeror must certify, at the time of proposal submission, that they have and use an ANSI 748 Earned Value Management System." or Section L.9.2.4(b) "In the event that the offeror cannot certify that they have and use an ANSI 748 Compliant Earned Value Management System (EVMS), the offeror must submit a Plan on how they will achieve an ANSI 748 Compliant Earned Value Management System." Therefore, if the Offeror cannot certify that they have and use an ANSI 748 EVMS at proposal submission, then the Offeror must submit a Plan as stated above. Section K.5 basically requires the offeror to submit a plan on how they will achieve an ANSI 748 Compliant Earned Value Management System, as in Section B.7.

110. If the IDEAI prime contractor has an EVMS, are any or all of the IDEAI subcontractors also required to have an EVMS? In particular, paragraph B.7(e) has a "TBD" for applicable subcontractors, so this is not clear. What should the TBD in B.7(e) say? **See answer to Question 128.**

111. The organizational conflict of interest (OCIO) provision states that "the nature of the conflict and the limitation on future contracting will be included in the specific task order statements of work." This appears to imply that an IDEAI bidder/offeror/contractor may have any other contracts with the USPTO and may be free to bid on other contracts in the future, as long as conflicts are declared at the IDEAI task order level. Please confirm that bidding and being awarded IDEAI is possible even if the offeror has other contracts - past, present and future - with the USPTO and its Office of the CIO. **That is true, except for the Help Desk Tier 1 and Independent Verification and Validation (IV&V) contracts.**

112. B.1(a): Will there be a minimum guaranteed amount per IDEAI contract issued? **No.** Or could it be possible that an offeror may be awarded an IDEAI contract, but not win any task orders at all under that contract? **Yes, it could be possible that an offeror may be awarded an IDEAI contract but not win any task orders.**

113. B.1(a): Will there be targets on the minimum number or dollar volume of task orders directed to an IDEAI Contractor? **No.** For example, if a small business should be awarded one of the IDEAI Contracts as is currently the Government's intent, is there any incentive on the part of the Government or as an aspect of the management competition procedure, to see that this small business should be actually awarded some task orders? (The concern here is that once a small business is awarded an IDEAI contract, it will now have to compete against the large businesses that also have IDEAI contracts on an equal basis on every task order, and if this were easily done in general, then there would be no such thing as a small business set-aside. Because of scale, generally, large businesses prime contractors have some inherent advantages in such head-to-head competition over task orders. Although paragraph L.8.a. states there is a 0% set-aside, paragraph G.7(b)(2)(c) does state that "The CO reserves the right to award task orders non-competitively to the small business award under this contract to advance small business goals", however there is no indication on whether or not there are any specific small business goals the Government is trying to meet besides the 30% rule in paragraph L.9.2.3 which pertains only to the Large Businesses.) **The USPTO has an agency goal of 50% for small business. This includes all contracted actions for the agency. The USPTO's approach for meeting its small business goals is to make awards to small businesses. Any task orders awarded to small business under IDEAI will count toward the agency's small business goals. Offerors must be able to perform all aspects of the requirements in this solicitation. Due to the nature of these requirements, a set-aside was not possible. However, the USPTO is providing small businesses the opportunity to compete. The USPTO is confident that small business can compete and win task orders under this contract. As stated in G.7(b)(2)(c), "The CO reserves the right to award task order non-competitively to the small business award under this contract to advance small business goals."**

114. B.1(a): Since there is no small business set-aside, how does the Government intend to actually carry out its intention to make an award to a small business, from the perspective of evaluation and ranking? For example, if the Government were to decide to award three contracts to large businesses and one a small business, but after ranking/scoring, the top four offerors were all large businesses but the fifth was a small business, could the Government offer awards to offerors #1 (big business), #2 (big business), #3 (big business) and #5 (small business), skipping #4 (big business)? **The USPTO anticipates awarding multiple contracts to both large and small businesses with the intention of making at least one award to small business. If and how this plan is implemented cannot be determined until all offers are evaluated in accordance with the criteria set forth in Section M of the solicitation.**

115. B.1(b) and F.2: The Base Period starts September 1, 2008, however the Solicitation Reference-Number-50PAPT201006-50PAPT201026 extends SETA3 contractors until September 30, 2008. Is the Government currently planning to start the Base Period on September 1, 2008 or October 1, 2008? **The**

Government is currently planning to start the base period on September 1, 2008. Commencement of work on September 1, 2008 will allow a one month transition period.

116. B.1(c) and B.2: How is B.1(c) CLIN 001 (All Personnel) (1,000,000 hours) distinguished from B.2 Optional Quantities CLIN 0002.A (125,000 hours), CLIN 0002.B (125,000 hours), and CLIN 0002.C (125,000 hours)? What does the Government intend as the difference between CLINs 0002.A, B and C as they are all optional quantities? What is the purpose of these 0002.A, B and C CLINs? There is no mention of them in the rest of the solicitation. **See answer to question 3.**

117. B.1(c) and B.2: Is it the Government's intent that the offeror complete each of the tables CLIN 001 and 0002.A, B and C? If so, for each year, the tables of CLINs has one block for Labor Category, however, Attachment 13 lists 41 labor categories. Is it the Government's intent that the Offeror expand the tables of CLINs such that for each year in each of the 4 tables, there be 41 rows, one for each labor category? (For all 5 years of the contract - base and options - there would then be 205 rows, so each of CLIN 001, 0002.A, B and C would have 205 rows.) **See answer to question 2.**

118. B.4(a): This paragraph states "All contractors are expected to be able to perform all aspects of the work in Section C." Please confirm that this means that all offerors must be able to provide personnel in all 41 labor categories listed in Attachment 13, and that fixed hourly rates must be provided by an offeror to all 41 labor categories for a proposal to be considered responsive. **Yes. Note Attachment 13 is revised to reflect 35 labor categories. There was a numbering error and no labor categories have been deleted.**

119. B.4(d) and G.6(d): Paragraph B.4(d) states "The Government reserves the right to require or otherwise provide preference on Contractor solutions that include specific models of desktop computers, [other computer hardware]". Could the Government require the Offeror to purchase and supply computer equipment and other computer hardware as part of the ODC associated with a task order? **Only extremely special "one-of-a-kind" pieces of hardware will be authorized for purchase under the IDEAI contract.**

120. B.4.3(b)(2): Paragraph states that fully burdened labor-rates will include "postage (to include courier services such as Federal Express)". If using such a service in support of a task required by this contract, will the contractor be able to bill this expense as an Other Direct Charge (ODC) as opposed to their overhead? **No. Section L.9.2.2(a)(a) Information for Pricing Purposes, page 71, provides information to assist offerors in the pricing of their labor rates. One courier trip to the USPTO per work day to deliver and pick-up work is expected. This would be considered a contract level program management support cost. The contractor would only be able to bill an expense as an ODC if the expense was approved in a task order.**

121. B.4.3(c): This paragraph includes the "Task Order Manager" and "Project Manager". However, "Task Order Manager" does not appear as a labor category in Attachment 13. Is "Task Order Manager" as identified here, a Government employee or Contractor-provided? (Paragraph L.9.2.2.2.a.c. seems to imply that Task Order Manager is Contractor-provided.) If Contractor-provided, is it the same as the "Project Control Specialist" (category #10) in Attachment 13? **The contractor Task Order Manager is the individual responsible with interfacing with the Government Task Order Manager. It is not a labor category.**

122. B.4.3(c): Will there be a minimal level of effort allowed for each winner which will allow coverage for program manager and administrative support staff regardless of whether any task orders have been won yet? **No.**

123. B.5: This paragraph states "The USPTO will make an award selection based upon the resource estimates." Please confirm that when a task order is to be issued, each vendor gets the SOW which includes a CDRL TM02, and the only thing which each vendor that wishes to bid on the task order submits is a FN07. Specifically, please confirm that to the extent that it is not already covered in the vendor's FN07, a task order "proposal" for how the vendor intends to carry out the work of the task order

is not required. The FN07 is submitted in response to a Task Objective Statement. Once a task order is awarded, the contractor develops the Task Management Plan (TM02) that includes the SOW. Also see answer to question 137.

124. B.5: Does the Government have a specific schedule for new task orders and bids? (For example, a fixed number of days for vendors to respond with an FN07 followed by a fixed number of days for the Government to choose a vendor for the task order.) There are a fixed number of days that the vendor has to respond with an FN07, as stated in Attachment 3.

125. B.5(a): Can a sample Task Order (complete with performance metrics) be provided as part of this solicitation? No.

126. B.5(b): Please confirm that the CDRL TM02 a document which is provided by the Government to the vendors, and not a document developed by the vendors. The TM02 is developed by the vendor.

127. B.5(b): Between the time that the vendors are asked to bid on the Task Order and the time that it is issued to the winning bidder, can a CDRL TM02 change? If the CDRL TM02 changes, will the vendors be given a new opportunity to submit revised bids? The TM02 is not developed until after the task order is awarded.

128. B.7(e): This paragraph implies that all subcontractors must also have an "EVMS that has been recognized by the Contracting Officer (CO) as compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of Task Order issuance)." Is this really what was intended or does this requirement apply only to the prime contractor, as long as the subcontractor can provide the information needed for the prime to remain compliant? The prime contractor is responsible for reporting under the EVMS. As long as the subcontractor(s) can provide the necessary data to the prime, that would be sufficient.

129. C.1.1(c): Is there any data on the current consistency, reliability, and availability of USPTO network and data processing services and if they are currently in compliance with the USPTOs goals of these metrics? Yes, internal reports show that PTOnet is meeting or exceeding its service level agreements.

130. C.3.1: This paragraph states "The Contractor shall provide technical support for any and all phases of system design through deployment..." and "These efforts include the full range of...". paragraph G.7(b) also states "...the OCIO may allocate development (e.g., design, programming, ...to one contractor." Please confirm that "any and all" phases does not include the development/engineering of production software systems, such as the Patent Electronic Business Center or specialized databases. However, if these Contractor efforts do include the development of production software systems, please describe what standards apply to the development process (for example, CMM Level X, ISO 9000-3, other software engineering standards, etc.). All standards that apply to the development process will be listed in the appropriate Statement of Work (SOW) for each task order.

131. C.3.1: In the execution of "any and all phases of system design through deployment", besides the IDEAI contractors, what other vendors does the USPTO to be involved? For example, there will likely be production software development vendor, and a security vendor. Are there other vendors anticipated? (Knowing what other vendors will be also assisting USPTO during system design through deployment will help an Offeror understand the limitations of what sorts of "technical support for any and all phases" it may be called on to provide.) The IDEAI contractors will develop systems from the enterprise architecture through design.

132. C.4: Paragraph states "Throughout the duration of the contract, the contractor shall implement a continuing knowledge transfer program to the USPTO to ensure that the USPTO does not lose this valuable information and data." Will further guidance be included in Task Orders which details what type of knowledge should be archived and how? Yes. Also see answer to question 27.

133. F.5(b): Is the 30-minutes advanced notice only during business hours (9-5) or does it cover an extended period? Does it apply during extenuating circumstances (inclement weather emergency)? Who among the Contractor's personnel are required at meetings on 30-minutes notice? Only the Program Manager? **The 30-minute advance notice only applies during normal business hours (9 – 5) and non extenuating circumstances. Required Contractor personnel applies to anyone that is invited and needed at the meeting.**

134. F.12(b): Please confirm that for purposes of delivery, deliverables are due only on business days when the USPTO is open. **That is correct.**

135. F.14: This paragraph states "The Contractor shall ensure that their Subcontractors agree to submit the forms, which forms are described in Sections F.15.1 and F.15.2, below." Please confirm that as the prior sentence, these forms are only required of a subcontractor for a Large Business, and are not required for subcontractors of a Small Business. **Small businesses are not required to submit subcontracting plans; therefore small businesses are not required to submit these forms.**

136. G.6: Are there any due dates associated with invoices? Section **G.6(a) states that "Invoices shall be submitted on a monthly basis or as mutually agreed upon ..."**

137. G.7(b)(1).b.: This paragraph states "Competitive awards will be based on written proposals for accomplishing the work to be performed." However, paragraph B.5(a) states that vendors only submit FN07's in response to a task order and that the Government decides to award based only on the FN07. Please confirm that "written proposal" here refers to an FN07. **That is correct.**

138. H.1(a): Paragraph states "The Contractor shall identify the key personnel for each of the positions identified below." However, only one key personnel is identified (Program Manager). Was there an omission? **No, the Program Manager is the only key person identified.**

139. H.3: This paragraph states "Companies may pursue this contract opportunity as a prime as well as a subcontractor. However, a company will be prohibited from being awarded a contract to perform as a prime and subcontractor at the same time." Please confirm that this means a company ABC can submit a proposal for IDEAI as prime contractor, and may at the same time be a subcontractor on a team whose prime contractor XYZ is submitting a different IDEAI proposal. Furthermore, please also confirm this in such a case, if the Government awards Contracts to both ABC and XYZ, then company ABC must formally withdraw from the XYZ team before the Government will award the two contracts. **Companies may pursue the IDEAI opportunity submitting a proposal as a prime contractor, and being proposed as a subcontractor under another company. If the Government intends to award both ABC company and XYZ company contracts, ABC company must formally withdraw from the XYZ team before contract awards can be made.**

140. H.7(c): This paragraph states "...for Contractors/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System..." Does the Moderate and High Risk criteria still apply to Contractor staff working entirely off-site on a Task Order that does not involve a US PTO IT System? (for example, working off-site on a Business Process Reengineering project) **See Section H.7(c) "Contractor personnel, other than Contractor administrative/clerical personnel, working on this contract have been determined to meet the security criteria for and are designated as "Moderate Risk" and "High Risk" positions".**

141. H.12: This paragraph states "Amounts under \$25,000 shall be handled in accordance with the Contractor's approved purchasing system procedures and FAR 52.244-2." Please confirm that to the extent that a Small Business prime contractor does not meet the \$25MM threshold criteria of FAR 44.302, a Small Business prime contractor will not require an "approved purchasing system" to handle amounts under \$25,000. **Consent to subcontract for contracts under \$25,000 is not required. However note that Section B.4.5 (b) states "All ODCs associated with this contract will be included in task orders and shall be authorized by the Contracting Officer (CO)."**

142. H.18.2: Please confirm that as indicated elsewhere, labor hours spent in USPTO-specific and specialized training not obtainable outside the USPTO is a reimbursable expense. **As stated in Section B.4.5(b) "All ODCs associated with this contract will be included in task orders and shall be authorized by the Contracting Officer (CO)."**

143. H.20(c)(3) and H.25: Contractor's employees working off-site will be given a Medium or High Risk classification. As off-site employees, the Contractor must provide a computer. Will such employees be granted access to connect their Contractor-provided computers (via Virtual Private Network, VPN) to USPTO IT systems? If so, please confirm that such a VPN connection does not mean that each such VPN-connected computer requires a full System Certification and Accreditation package. **Any computer(s) that are processing, storing, or transmitting USPTO-sensitive but unclassified information must be certified and accredited to USPTO regulations. Employee-owned computers shall not be used.**

144. L.6.1.d., L.9.1.b.2., and L.9.2.2.1.: All of these three paragraphs refer to "Financial Statements" included with the price proposal. Please describe what the Government means by "Financial Statements" and what these include. **See answer to question 4.**

145. L.6.1.e.: This item states "Additional information other than 'Annual Representations and Certifications' is required to be submitted from Section K". Is this additional information only the Tax ID # and the DUNS # requested in red typeface in Section K, or does it include something else? **The TAX ID # and the DUNS# is the additional information which is required.**

146. L.9.1.b.2.: Please confirm that for the Technical Proposal, the Government is not seeking, nor will they accept from Offerors any statement of the Contractor's "technical approach" or "management approach" on IDEAI. (Volume I only lists sections on experience, confirmation of past performance evaluation, and awards. There appears to be no space for anything else.) **That is correct.**

147. L.9.2.1.1.a.: This paragraph states "The Government is seeking five (5) reference contracts for the offeror who is proposing as the prime contractor..." If, however, a prime contractor has fewer than five reference contracts that meet the criteria given in L.9.2.1.1. and provides all such references that it has that meet the criteria, will such a proposal be considered responsive? Yes, however the proposal will be evaluated accordingly..

148. L.9.2.1.1.c.2.: This paragraph states "Demonstrate experience in a task order contractual arrangement (prime contractor only)". Please confirm that a prime contractor, including Small Business prime contractors, must demonstrate past performance in a task order contractual arrangement as a prime contractor. **The offeror must demonstrate experience in a task order contractual arrangement as a prime and/or as a subcontractor.**

149. L.9.2.1.1.c.3.: This paragraph states "Contracts or subcontracts valued at: For all businesses proposing as the prime contractor, contracts valued at \$500,000 or more for prime contract references." The phrase "or subcontracts" is confusing in this sentence. Please explain what is meant in L.9.2.1.1.c.3. Does this mean that a prime contractor must submit five references and each one must be valued at \$500,000 or more? Or does it mean that of the five references, if any were for prime contracts, each of these must be \$500,000 or over? **The prime contractor must submit five references and each one must be valued at \$500,000 or over. Only references where the offeror, in the role as a prime or subcontractor, did the work will be accepted.**

150. L.9.2.1.1.d.1.: This paragraph states "For all businesses proposing as the prime contractor, the contract references provided will be five of the past performance references from the prime contractor that were submitted to Open Ratings." This is confusing. Please explain what the restriction "for all businesses proposing as prime contractor" means in the context of the entire sentence. That is, what if a "business is proposing as a subcontractor"? What must they do? **Only references where the offeror, in the role as a prime or subcontractor, did the work will be accepted. No references should be provided for teaming partners.**

151. L.9.2.1.2.: This paragraph states "A minimum of six references must be provided on the request order to be processed by Open Ratings, Inc. (www.openratings.com)." However, if an offeror has fewer than five references that meet the criteria given in paragraph L.9.2.1.1., then the offeror will not have the minimum of six references stated here. In such a case, what should the offeror do? Should the offeror submit to Open Ratings, Inc. additional other references, even those not complying with L.9.2.1.1., in order to reach the minimum number of six references? **If the offeror has fewer than five references that meet the criteria given in Section L.9.2.1.1., the offeror should submit all available references and will be evaluated accordingly..**

152. L.9.2.2.2.a.: How should the costs of items (a), (b), (d), and (e) be incorporated into the CLINs since these have a fixed cost with respect to the IDEAI Contract independent of the number and size of the task orders awarded? That is to say, these four items will cost about the same if there are zero task orders awarded to the Contractor or if there are a hundred task orders. **It is the Offeror's business decision how this is to be determined and applied. However, offerors could apply an appropriate load factor to each labor rate to cover all costs associated with the contract level program management support costs.**

153. L.9.2.2.2.a.: How should the Integrated Baseline Reviews (IBR's) be fit into the estimated management time? (It does not appear to be included in any of the items listed in paragraph L.9.2.2.2.a.a. through L.9.2.2.2.a.e.) **See answer to question 158.**

154. L.9.2.4.b.: If an offeror does not have and use an ANSI 748 Compliant Earned Value Management System, it must submit a Plan on how it will achieve this. This Plan goes in the Price Proposal. Is there any page count limitation on such a Plan? **No.**

155. L.9.2.5.: Is there a page count limitation on the Teaming Plan that is placed in the Price Proposal? **No.**

156. Attachment 3: Resource Estimate (FN07). Paragraph B.5(a) states that the Government will award a task order based on evaluation of the FN07 responses from the different IDEAI vendors. Since the FN07 must in essence be a "proposal" from each vendor so that the Government may choose one vendor, is there any limitation on how long it may be? (In particular, is there any limitation on the "Technical Approach" section? May the Technical Approach include graphical aids?) **The technical approach may include whatever the offeror feels will provide the necessary information to the Government in order to make an award.**

157. Attachment 12: Earned Value Management Format Template. The Government states in the IDEAI Synopsis that the goal after a possible interim period is that the Contractor's EVMS is fully compliant and validated against ANSI Standard 748. In addition to its 32 required criteria, Standard 748 calls for Integrated Baseline Reviews (IBR's) with the client (the Government). Typical IBR's review more than just the data available in Attachment 12. They also review Control Account Plans, Undistributed Budget Logs, Integrated Master Schedule, Management Reserve Logs, Responsibility Assignment Matrices, and other project artifacts (SOW, WBS, WBS Dictionary, Work Authorization Documents, Organizational Breakdown Structures, Earned Value Methods, Earned Value Measurement Criteria, etc) as may be appropriate. Please confirm that the Government is expecting a normal IBR associated with ANSI Standard 748 and that these other documents are required. If so, please provide guidance or templates of these other documents. **The USPTO will conduct a limited version IBR to establish the baseline as specified in the Task Management Plan (TM02).**

158. Attachment 12: Earned Value Management Format Template: Does the Government expect the offeror to conduct IBR's with the Government at the overall IDEAI Contract level, or for the individual task orders which a Contractor is performing? **The Government expects the Offeror to conduct IBRs at the individual task order level.** Will IBR's be pre- or post-award? The IBRs will be post-award. Can the offeror incorporate the cost of IBR's as task level cost or only as overhead? **Cost of IBRs will be incorporated at the task order level.** If IBR cost can only be incorporated as overhead, then what basis should be used to estimate the overhead associated with IBR's? (e.g., number of IBR's per year, relative size, number per task order, other estimated parameters, etc.)

159. An ANSI-748 compliant and validated EVMS is possible without involving commercial off-the-shelf software solution for EVMS and may in fact be done manually in spreadsheets. Is the offeror required to use a COTS EVMS solution (e.g., Dekker Trakker, C/S wlnsight, Welcom Cobra, etc.) to be considered responsive? **The only requirement is the EVMS must be ANSI-748 compliant.**

160. Is the USPTO currently using an ANSI-748 compliant EVMS software tool (e.g., Dekker Trakker, C/S wlnsight, Welcom Cobra, in-house solution, etc.)? If so, is compatibility between Offeror's EVMS software and USPTO software a consideration? **No, the USPTO is not using an ANSI-748 compliant EVMS software tool.**

161. Attachment 13: Labor Categories Format for Pricing Proposal. Is there a specific labor category definition for Program Manager? (Program Manager is identified in the Fixed Labor Hours Solicitation as a key personnel.) **No. See answer to question 36.**

162. Test Engineer (Associated): There is a line after this entry that is blank except for the following description: "Responsible for ensuring that testing conclusions and recommendations are supported by test results. Responsible for or assists in the analysis of test results and documents conclusions." We are assuming that this belongs to the end of the block above it (Test Engineer (Associate)). Can the Government confirm? **Yes, all the information contained in the block for Test Engineer (Associate) regardless of whether or not there is a continuous flow of the sentences, pertains to Test Engineer (Associate).**

163. Test Engineer (Intermediate): Similar to the above. Can the Government confirm? **Yes, all the information contained in the block for Test Engineer (Intermediate) regardless of whether or not there is a continuous flow of the sentences, pertains to Test Engineer (Intermediate).**

165. Administrative Specialists are usually found in a personal services solicitation, which IDEAI is not. How do the "Administrative Specialist" (category #1) and "Administrative Specialist (Senior)" (category #2) labor categories distinguish themselves from similarly titled specialists in a personal services contract? (The answer to this question will be helpful to allow the offeror to understand the scope of the administrative specialist's potential work under IDEAI and level of skill to allow proper pricing.) **These labor categories would be for work performed for the contractor in the performance of a task order. These individuals would not be supervised by the USPTO, but by the contractor. As stated above, this is not a personal services contract.**

166. Please confirm that "Business Process Reengineering (Junior)" (category #3) should actually be titled "Business Process Reengineering Specialist (Junior)" and that it is just a more junior version of "Business Process Reengineering Specialist" (category #19). **The labor category and the definition associated with this category is the title and definition which the Government has designated.**

167. The Database Analyst/Programmer (category #8) is defined as "Designs, implements and maintains moderately complex databases, access methods, access time, device allocation, validation checks, organization, protection and security, documentation and statistical methods. Maintains database dictionaries, monitors standards and procedures and integration of systems through database design." Please confirm that IDEAI does not including database software engineering and database software development. If it is true that IDEAI does not include database software engineering and database software development, please explain why this role is called "Analyst/Programmer" and what is specifically meant by the phrase "...implements...complex databases, access methods, access time, device allocation, validation checks, organization, protection and security, documentation and statistical methods." **The labor category and the definition associated with this category is the title and definition which the Government has designated.**

168. There is only one labor category for "Project Manager" (category #11). However, project managers do come with different levels of skill and ability/experience to manage large vs. small project. Project Management, to a great extent, can make or break a project. For example, the OMB has defined three

different levels of Government project manager and their respective qualifications for managing different sizes of Government projects. Will the Government consider adding (or letting an offeror add) additional labor categories for Project Manager to Attachment 13, for example, Project Manager (Junior), Project Manager, Project Manager (Senior)? **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

169. Please confirm that "Quality Assurance Analyst" (category #12) is just a more junior version of "Quality Assurance Specialist" (category #14). If this is not the case, can the government provide more guidance on what the difference is between these two labor categories in terms of either level of experience or the key distinction between them? **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

170. The System Developer (category #25) is defined as "Creates and/or maintains operating systems, communications software, data base packages, compilers, assemblers, and utility programs. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications." Please confirm that IDEAI does not include software engineering and development. If it is true that IDEAI does not include software engineering and development, please explain the two phrases "Creates ... operating systems, communications software, data base packages, compilers, assemblers, and utility programs" and "...create special-purpose software..." above. **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

171. The Application Developer/Programmer (category #36), Applications Engineer (category #37), and Applications Engineer (Intermediate) (category #38) all include in their definition the development of code. Please confirm that IDEAI does not include software engineering and development. If it is true that IDEAI does not include software engineering and development, please explain why these three roles include the "...developer", "...programmer" or "applications engineer" and what is meant by "developing codes" and "coding programs" in the definition of these three roles. **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

172. Although there are separate definitions for "Application Developer/Programmer" (category #36) and "Applications Engineer" (category #37) given in Attachment 13, it is not clear how these two types of applications specialists are distinct given that they are both coding application programs. Can the government provide more guidance on what the difference is between these two labor categories in terms of either level of experience or the key distinction between them? **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

173. Although there are separate definitions for "Computer Systems Analyst (Junior)" (category #40) and "System Engineer (Senior)" (category #41) given in Attachment 13, it is not clear how these two types of systems specialists are distinct given that they are both designing and implementing systems. Shouldn't the former be called "System Engineer (Junior)" instead of "Computer Systems Analyst (Junior)"? Can the government provide more guidance on what the difference is between these two labor categories in terms of either level of experience or the key distinction between them? **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

174. Please confirm that the difference between "Systems Developer" (category #25) and "Applications Developer/Programmer" (category #36) given in Attachment 13 is that the former is coding operating system and other systems software and the latter is coding user applications. **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

175. There are separate definitions for "Computer Systems Analyst (Junior)" (category #40), "Computer Systems Analyst" (category #4), and "Computer Systems Analyst (Senior)" (category #21) given in Attachment 13, which all appear very different. The definition given for "Computer Systems Analyst (Junior)" is "Analyzes information requirements. Evaluates analytically and systematically problems of workflows, organization, planning, and develops appropriate corrective action. Help develop plans for automated information systems from project inception to conclusion. Defines the problem, and develops

system requirements and program specifications. Under the supervision coordinates closely with programmers or engineers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions." The definition given for "Computer Systems Analyst" is "Analyzes and develops computer systems possessing a wide range of capabilities, including numerous engineering, business and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions." The definition given for "Computer Systems Analyst (Senior)" is "Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff." By the definitions given, the Junior position seems to be focused on meeting information and workflow needs, the middle position is more system development related while the senior position is software development management. For this reason, it seems like these three labor categories should have a different titles, or the three definitions should be homogenized. Can the government provide more guidance on what the difference is between these three labor categories in terms of either level of experience or the key distinctions between them? **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

176. Besides the definitions of the labor categories, the Government has not provided benchmark levels of experience (e.g., number of years of experience in role) or educational level for the different labor categories, which may make fair comparisons between rates from different offerors difficult. For example, "Configuration Management Specialist (Intermediate)" (category #6) and "Configuration Management Specialist (Lead)" (category #7) have exactly the same definitions in Attachment 13. Both state "Responsible for configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting and configuration audits. Responsible for configuration planning. Identifies and maintains the original configuration of requirements documentation, design documentation, and related documentation. Responsible for configuration change control. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software. Responsible for configuration status accounting. Tracks all problems and changes in product documents and reports changes and current configuration. Responsible for configuration audits. Supports audits to verify that requirements of all baselines have been met. Supports quality assurance process audits." Given the same definitions here, one offeror might consider a "Lead" as one that has 3 years of experience in the CM role and another might consider a "Lead" as someone with 10 years of experience. While both "Leads" might meet the letter of the definition, their quality might differ considerably due to the difference in level of experience. It would not be possible for the Government to factor this difference into its evaluation of fixed hourly rates. Another example might be found in the labor category "System Developer" (category #25). Programming systems software such as writing operating systems drivers for Microsoft Windows XP requires significantly more expertise (and consequently is much more expensive) than maintenance of a set of Off-the-Shelf systems components. Without further guidance, an offeror can only guess at the level of expertise required for the "System Developer". Can the Government provide a benchmark number of years (or range of years) of experience and a educational level sought for each of the Government Labor Categories provided in Attachment 13 for the purpose of pricing the fixed hourly rate, so as to enable fair comparisons between rates from different offerors? **The labor category and the definition associated with this category are the title and definition which the Government has designated.**

177. Attachment 13 does not have separate tables for different years of the contract, nor for on-site versus off-site. There is only one column for fixed hourly rate. How can rates that differ by year or by whether they are provided on- or off-site be expressed within Attachment 13? **See answers for Question 2.**

178. Attachment 15: Termination Worksheet. Please confirm that an offeror is not required to report on terminations of contracts for which the offeror had not been the prime contractor, but only a subcontractor. However, if it is the Government's intent that this should apply to contracts for which an offeror had been a subcontractor, please specify if it applies to either cases where the contract with the prime contractor's customer is terminated for no fault of the subcontractor's, or where the subcontract between the prime contractor and the subcontractor is terminated, or both types of situations. **Offerors are not required to report on terminations which resulted in the termination of the prime contract under which it was a subcontractor. Offerors who were subcontractors and were terminated by the prime contractor are required to report these terminations.**

179. The instruction for item #2 (page 2 of 2) states, "Indicate whether this termination was for Convenience or Default. If it reverted to a T/C after being a T/D, please note this in the narrative section 11, 'Reason:'. This definition of termination is specific to the US Federal Government and may not have a commercial equivalent. In fact, terminations of commercial contracts may be considered normal or may be because of fault of the customer (for numerous reasons, including lack of funds, etc.) Please confirm that this Termination Worksheet only applies to past contracts with the Federal Government, and not to State & Local Government or commercial contracts. However, if it is the Government's intent that this should apply to commercial or State & Local Government contracts, please explain how to apply this worksheet to contracts with commercial or State & Local Government counterparties. No, this applies to all Federal, State and Local Government contracts as well as commercial contracts. **The Offeror should interpret "default" as the fault of the Offeror not the customer.**

180. Attachment 16: Past Performance Reference Worksheet. The instruction for item #4 (page 2 of 2) states, "Name of the organization that did the work (Must be from the teaming partners of the offeror submitting this proposal (Prime or Subcontractor)". This implies that a subcontractor on the team may offer a past performance reference, in addition to references from the prime contractor. However, this is in contradiction to L.9.2.1.1.a.3 which states "Only references from offerors who are proposing as the prime contractor will be acceptable. Do not submit references for any proposed subcontractors." Please clarify whether or not a reference from a subcontractor which directly pertains to IDEAI activities would be accepted by the Government, if offered. **See answer to Question 63.**