

2. CONTRACT NO.	3. SOLICITATION NO. DOC-52-PAPT-07-01001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED(RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. N/A
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7. ISSUED BY CODE U.S. Patent and Trademark Office Office of Procurement Mail Stop 6, P.O. Box 1450 Alexandria, VA 22313-1450	8. ADDRESS OFFER TO (If other than Item 7)
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Note In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository location in See Section L.4 until 2:00 P.M. Eastern Standard Time (EST), 17 January 2007.  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION Call <input checked="" type="checkbox"/>	A. NAME Teresa Kelley	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (571) 272-3262
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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the tie specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) <input checked="" type="checkbox"/>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input checked="" type="checkbox"/>	ITEM 25. N/A
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE U.S. Patent and Trademark Office Office of Finance, Mail Stop 17, P.O. Box 1450 Alexandria, VA 22313-1450
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26. NAME OF CONTRACTING OFFICER (Type or print) Chris Hannah	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.



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

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

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

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

A Time and Material (T&M) type contract is contemplated.

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

The ceiling price of this contract is not to exceed \$120,000,000. The Contractor shall not make expenditures or incur obligations in the performance of this Contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

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

(a) The Contractor shall provide the services under this Time and Materials contract at the fixed hourly rates identified in B.5 Schedule of Prices. The specified fixed hourly rates shall include wages, overhead, general and administrative expenses and profit. A ceiling price will be established for each task order issued, based on an estimated amount of labor required to perform the task. The ceiling price will not change for the task order unless the Contracting Officer gives approval.

(b) CLIN's 0002, 0004, 0006, 0008 and 0010 are for supplies and materials required under this Contract and shall be provided on a cost reimbursement basis, in accordance with the Contractor's usual accounting procedures, consistent with Part 31 of the Federal Acquisition Regulation (FAR). When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with FAR Part 31. Contractors may elect to propose a material handling rate of 0% for the resulting contract. Any material handling rate proposed for the resulting contract shall not exceed a ceiling of 3% and must be proposed for the base year and each of the four option years.

**B.5 SCHEDULE OF PRICES**

Items 0001, 0003, 0005, 0007, 0009 - the contractor shall furnish the necessary personnel and services, and if required, materials, equipment, and facilities support to perform information and instructional services for the USPTO.

LABOR CATEGORY	Item 0001 & 0002*	Item 0003 & 0004*	Item 0005 & 0006*	Item 0007 & 0008*	Item 0009 & 0010*
	323, 360 Est. Man Hrs	360,960 Est. Man Hrs	396,680 Est. Man Hrs	434,280 Est. Man Hrs	470,000 Est. Man Hrs
	BASE YEAR FULLY BURDENED	OPTION YR 1 FULLY BURDENED	OPTION YR 2 FULLY BURDENED	OPTION YR 3 FULLY BURDENED	OPTION YR 4 FULLY BURDENED
Program Manager					
Deputy Program Manager					
Project Manager					
Assistant Manager					
Administrative Assistant					
Senior Business Analyst					
Database Administrator					
Graphics Artist					
Senior Instructional Designer					
Instructional Support Specialist					
Instructor/Trainer I					
Instructor/Trainer II					
Instructor/Trainer III					
Library Technician					
Librarian (Entry Level)					
Librarian					
Senior Librarian					
Web Librarian					
Program Analyst I					
Program Analyst II					
Searcher I					
Searcher II					
Searcher III					
Technical Information Specialist I					
Senior Technical Writer					

\* Items 0002, 0004, 0006, 0008 and 0010 - Necessary Supplies and Materials. These supplies will be provided per a Task Order and will be procured on a cost reimbursement basis.



## **SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **C.1 STATEMENT OF WORK/SPECIFICATIONS**

The contractor shall furnish the necessary personnel and services, and if required, materials, equipment, and facilities support to perform the following Performance Work Statement.

### **C.2 BACKGROUND**

The United States Patent and Trademark Office (USPTO) has provided library services and training support to patent and trademark examiners during much its existence. A small amount of contract support was provided prior to 1996 to supplement government provided functions. However, as the USPTO was experiencing extensive growth in the number of patent and trademark applications received, this resulted in the need for increasing numbers of patent and trademark examiners. It was determined at that point that more extensive contract support was needed to provide expanded library services along with training support on the use of automation tools.

In 1997, two contracts were awarded allowing the USPTO to task contractors to supplement government staff in order to increase library services, and over time, to greatly enhance the amount of training and assistance on automation tools provided to examiners. When the multiple award contract expired, one follow-on contract was awarded in late 2001 to a single vendor.

The USPTO continues to experience extensive growth in the number of patent and trademark applications received, along with continuing increases in the number of examiners to examine them. These factors, along with the accelerating growth of information in electronic formats, the ongoing upgrades, and implementation of automation tools for examiners, underscores the continuing need for library and training support services.

Throughout this document, library-related services are generally referred to as information services and training related services are referred to as instructional support.

The existing 5 year contract is expiring and the USPTO is awarding a follow-on contract to continue to provide information and instructional support services in order to fulfill the information centers' mission to enhance patent and trademark quality and examiner effectiveness through search services, information services, and automation training.

It is critical that the contractor understands the work environment at the USPTO. The contractor must work collaboratively with the Government in order to provide coordinated and effective services. The USPTO mission and more information about the work environment are detailed in the **Appendix to Statement of Work/Specifications, Attachment 1** of this RFP.



### C.3 ACQUISITION OBJECTIVE

The purpose of this acquisition is to provide continued contract support for Information Resources and Instructional Services (IRIS) to support and enhance the USPTO's performance of high quality, efficient, and timely examination of patent and trademark applications. The USPTO requires professional and technical support to supplement its information specialists and instructional support to provide instruction on automated systems and use of electronic resources.

- The contractor shall support USPTO information centers (libraries) and shall search for, acquire, retrieve, process, provide access to and disseminate information. The bulk of the customer base consists of the patent examiners and trademark examining attorneys.
- The contractor shall provide instructional support for any program or element related to USPTO processes, information resources and services, information sharing, and automation systems development, implementation and integration. Through year 2004, training followed the traditional mode of on-campus classroom training. However, in recent years, the USPTO has started incorporating more e-learning techniques (such as computer based training), and the contractor shall be required to work in and help the USPTO advance in the evolving e-learning environment.
- The USPTO's information service centers are positioning themselves in the virtual environment and contractor staff shall support this effort by providing expertise in the area of virtual exchange of information.

#### Objectives:

- 1) Increase examiners productivity and product quality through timely provision of pertinent prior art.
- 2) Increase examiner proficiency through training on use of automated system and information resources.
- 3) Enhance provision of information in a virtual environment.

#### Outcomes

- 1) Increase the efficiency of the patent and trademark examination process.
- 2) Enhance the quality of granted patents and trademarks.
- 3) Support the USPTO's telecommuting workforce.

### C.4 SCOPE OF WORK

Support Services for USPTO operations will be required as defined herein. The following sections define the required services:

#### **Task 1: Information Research and Resources**

- Literature Resources
- Research/Search Tools
- Information Systems, Technologies, Processes and Methodologies
- Information Resource Processing
- Information Request Processing



Sequence Processing  
Translation Request Processing  
Reference Assistance and Circulation  
Search Support

**Task 2: Instructional Support**

**Task 3: Operational and Functional Planning Support**

Operational Support  
Functional Planning Support

**Task 4: Outreach and Marketing**

**Task 5: Consulting Support**

**C.4.1 Task 1: Information Research and Resources**

**C.4.1.1 Literature Resources**

The contractor shall assess for their effectiveness and potential to support USPTO customer needs - current, new and emerging literature resources.

The contractor shall develop methods to identify and analyze appropriate new sources of literature, including primary, secondary and tertiary resources. These resources include all types of media with an emphasis on electronic media, including electronic resources available via the Internet.

The contractor shall investigate, identify, analyze, assess, and acquire approved literature resources.

**C.4.1.2 Research/Search Tools**

The contractor shall assess for their effectiveness and potential to support USPTO information center services - current, new and emerging information research and search tools.

The contractor shall investigate, identify, analyze, evaluate, assess, and when directed, acquire, new or innovative information research/search tools. Tools available via all types of media shall be evaluated with an emphasis on electronic tools, both those marketed directly by vendors as well as those made available via other systems such as in-house systems via the Internet.

**C.4.1.3 Information Systems, Technologies, Processes and Methodologies**

The contractor shall assist in identifying, analyzing, and evaluating, current, new or emerging information systems, technologies, processes and methodologies. This support includes the development of information support strategies in addition to the identification of, development of and integration of functional, technical and other requirements.



The contractor shall administer information and instructional databases and systems as specified in task orders.

The contractor shall assess for their effectiveness and potential to support USPTO information center services and systems – current as well as new and emerging: information systems, technologies, processes and methodologies.

The contractor shall assist in planning and implementation of approved enhancements and changes and with the implementation of new information systems, technologies, processes and methodologies.

#### **C.4.1.4 Information Resource Processing**

The contractor shall process all information resources in all formats, including electronic and physical formats.

The contractor shall review current processes, provide suggestions for changes and enhancements, and with government approval implement approved changes and enhancements.

The contractor shall process incoming mail and materials received, shall catalog all materials and incorporate them into the OPAC (online public access catalog), and shall prepare resources for incorporation into electronic systems for tracking and dissemination of information.

The contractor shall process materials selected for commercial binding and bind materials selected for in-house binding.

The contractor shall assist with special projects in the acquisition and processing functions, examples include the production of new book lists, bibliographies, and creation of in-house databases.

The contractor shall organize, evaluate, maintain and update information resources including electronic and physical information collections. The contractor shall inventory electronic and physical collections, maintain the integrity of collections (examples are shelf reading physical collections and insuring links are active or electronic collections) and shall shift and weed collections as directed by the Government.

The contractor shall provide for customer access to resources and collections of all types of materials and shall provide for dissemination of information resources in electronic and physical formats. This includes maintaining and updating the OPAC (Online Public Access Catalog).

The contractor shall maintain and update other dissemination means such as access via web pages and via information portals.



The contractor shall propose, develop and implement (with Government approval) methods to organize and maintain electronic and physical information collections, including implementing and integrating automated systems and networks for database use by customers. An example is the special literature collection (EEDD - Examiners' Electronic Digest Database) which allows patent examiners to search a customized database supported by a vendor's commercially available search system for literature identified by fellow examiners as critical prior art.

The contractor shall perform other information support activities including: conversion into electronic formats (via image scanning, OCR, key boarding, etc.); bar coding; web page content creation, web page link maintenance; web page formatting, ensuring web page format meets USPTO requirements, and other related activities such as classifying, indexing, and cataloging resources for tagging (SGML for example).

#### **C.4.1.5 Information Request Processing**

The contractor shall handle information requests by tracking and processing all requests, searching in-house and external resources for information requested, obtaining and processing the results or materials, and delivering the results in electronic or physical formats.

The contractor shall provide interlibrary loan services to fulfill document requests that cannot be filled via in-house resources, including document retrieval, distribution and delivery support services. This includes receiving and tracking requests, researching, locating, processing, filling and disseminating or delivering information in both physical and electronic formats.

Requirements will include meeting specified time frames, and the set up, development and/or maintenance of systems to track requests, collect and evaluate data.

#### **C.4.1.6 Sequence Processing**

When a patent application is sent to the USPTO containing nucleic or amino acid sequences, the applicant is required to provide the sequences in electronic media referred to as Computer Readable Form (CRF). The CRF is processed via proprietary software, to ensure that the sequences comply with Sequence Rules (37 CFR 1.821-1.824) and that they contain no errors, or any known viruses. Sequences successfully processed without errors are transferred to the Automated Biotechnology Sequence Search (ABSS) system.

Processing sequence submissions includes confirming compliance, processing and generation of RSLs (raw sequence listings), identification and annotation of errors, out processing (updating system records and reports, archiving materials), and maintenance of the CRF collection. The USPTO is currently automating most of these processes (except for the annotation of RSLs) and due to this automation of the program, it is anticipated the physical CRF collection (mostly diskettes) will be eliminated. This automation project should be fully implemented prior to the award of this contract.



The contractor shall provide support to handle the most complex process, the annotation of RSLs (Raw Sequence Listings). The contractor shall also provide support for the rest of the processes in the event of delays in the transition to the automated system.

#### **C.4.1.7 Translation Request Processing**

The translation operation includes on-site government translators and off-site contract translators (via separate translation contracts) who translate foreign patent documents and other materials. The contractor shall support the translation operation by regularly checking for translation requests, retrieving foreign patent documents from foreign patent databases, and by processing the materials to be translated for submission to the translators. The contractor shall also provide other related support such as: contacting the requester to verify submitted requests are being processed; investigating and resolving questions or issues about translation requests; and distributing completed translations.

#### **C.4.1.8 Reference Assistance and Circulation**

Government specialists are the first point of contact for reference assistance in many information center facilities while contract staff are the first point of contact in other facilities (current examples are the Trademark Law Library and the Parker Law Library). However, for all information centers and operations, the contractor shall also provide reference assistance support to customers, provide on-the-spot consultation on information related issues, research and respond to questions, process and fill information requests, assist customers in the use of electronic and physical collections and resources, assist in the preparation and distribution of user guides and pamphlets, and provide assistance with a wide variety of search tools in various formats.

The contractor shall support on-site and off-site USPTO staff electronic access to reference assistance by providing staff who can provide services in the virtual environment.

#### **C.4.1.9 Search Support**

Customers submit search requests for information. The majority of these requests are directed towards information needed to support the examination of patent and trademark applications. Requests are however, also received for information to support other programs and initiatives in the USPTO.

The contractor shall process search requests including: analyzing the request, reviewing supporting documentation, conducting an initial interview with the requester, identifying appropriate resources to search, developing an initial search strategy, adjusting the search strategy based on the types of results obtained, reviewing the results, and preparing the results for submission to the requestor.

The contractor shall be knowledgeable about information sources including in-house and external electronic resources and print reference tools (examples include textbooks, manuals, abstracts, dictionaries, encyclopedias and standards). The contractor shall be required to identify and select appropriate electronic and print resources, including selecting from available in-house and vendor databases. The contractor shall have



knowledge of the in-house and vendor's search commands and subject specific protocol (e.g., chemical structures, DNA sequence or classification schemes).

The contractor shall maintain for the use of all information center users (government and contract) resources for search reference purposes (examples; search command conversion charts, shared databases of technology specific search terminology); and shall be flexible in developing, formulating, and executing search strategies in order to better target the results to the needs of the requester. The contractor shall apply technical search knowledge and subject area expertise to the search function as this is pertinent for building a foundation of effective strategies and search techniques to address the overall information needs of the examiners.

The contractor shall be aware of quality and cost considerations and shall be knowledgeable on when it is appropriate to continue a search, or stop it, based on results and cost. When in doubt, the contractor shall obtain guidance from the Government.

The contractor shall use research along with their knowledge, experience and insight concerning search functions to make recommendations on innovations in the search function, including recommendations on new or alternative search types or search methods, and recommendations to address the quality of searches and cost control.

The contractor shall meet specified time frame requirements and the contractor shall review and evaluate the search results to ensure they meet the requirements of the examiner's request. The contractor shall review the effectiveness of search strategies and the quality of search output and shall take steps to improve quality in coordination with the Government.

The contractor shall assist Government searchers (primarily examiners) in the review of their search strategies, assist in the evaluation of the resulting search packages, and shall provide recommendations and assistance to improve search strategies to maximize optimal output.

The contractor shall prepare the search results compiled from the search services including annotating results for clarity. The search query, search history, text or graphic results, and abstracts shall be included in the search result package. The results are provided via paper or electronic media. Results in either media type may be requested by the requester of the search. Results in paper must be in full-size, legible paper form.

#### **C.4.2 Task 2: Instructional Support**

The contractor shall provide instructional support for any program or element related to: USPTO business processes; information resources and services; information sharing; and automation systems development, implementation and integration. Instructional support will be provided for internally developed and deployed automation tools and also for in-house and externally available virtual tools and electronic information resources (i.e. both proprietary and commercial off-the-shelf). The contractor shall also provide assistance to



customers on technology-related questions concerning the customer's workstation and standard office automation tools.

Audience: The primary audience consists of the patent examiners. However, the contractor shall provide instructional support to all USPTO staff, visiting dignitaries and other visitors or groups. Examples of other visitors or groups include foreign patent examiners, legal professionals and other professional tour groups, visiting scholars and on-site or off-site conference groups.

Training Assistance for other USPTO organizations: The contractor shall provide instructional support to USPTO staff who serve as the primary instructors for courses on USPTO business processes. The contractor shall assist other USPTO training organizations (an example is supporting the Patent Training Academies). The contractor shall provide tailored follow-up training and support services. The contractor shall provide instructional support and expertise and assistance to information center staffs and other USPTO staffs to enhance presentations, briefings etc.

Instruction Delivery Methods: Instructional delivery methods range from general orientation to in-depth training, dependent on the category or experience level of customers, and shall be based on specific training objectives. Instructional delivery is provided by a variety of means including one-on-one assistance, classroom training, briefings, demonstrations, presentations, and by electronic learning methods (examples are computer based training and other e-learning methods.)

Help Service: The contractor shall provide a help service to ensure locally and remotely located customers can gain access to instructional staff and information specialists for assistance on automation tools, workstations, and virtual tools; and for assistance on information resources in various formats. Examples include providing staff in or near information facilities for on-the-spot consultation and assistance, and providing a virtual hotline or help desk.

Instructional Materials - The contractor shall prepare descriptive and instructional materials, shall evaluate, maintain and update physical and electronic instructional materials and resources, and shall make revisions to instructional materials to improve quality and clarity or to otherwise enhance instructional materials. All instructional materials are subject to Government review and approval. Requirements for training materials may vary depending on the training format. The contractor shall ensure that all requirements are followed (such as providing a date and version number on materials.)

Planning, Development and Assessment - The contractor shall provide planning, development and assessment support for USPTO instructional needs. The contractor shall provide training development support: perform needs analysis, establish measurable training objectives and appropriate testing methods; design lesson plans and job aids; conduct pilot programs and evaluate their effectiveness. The contractor shall evaluate the training provided, the training processes utilized, and instructor effectiveness. In order to effectively develop training courses and materials, the contractor shall assess information



and technical resources, and shall develop related assessment tools and methods. When the contractor is provided with the automation or software release information by the Government, the contractor shall monitor that information in order to identify instructional opportunities and to identify requirements and their impact on the need for instructional support. The contractor shall work collaboratively with the USPTO to identify training needs, develop training content, determine the duration of training, and to determine training formats.

Instructional Administrative Support - The contractor shall plan, coordinate, and perform tasks associated with instructional administrative support. This includes logistical support in planning, scheduling, and conducting training: checking class room set-up; ensuring proper facilities and equipment are available, ensuring the set-up or storage of training aids; preparation of class exercises and tests; creating and distributing copies of instructional materials in physical and/or electronic formats, and preparing and distributing program announcements in physical or electronic formats.

Class Registration, Training Databases and Data Evaluation - The contractor shall maintain training database(s) including: updating training schedules, handling class registration, notifying registrants of class status, planning classes, scheduling additional classes when needed, and inputting feedback data into databases for data collection. The contractor shall evaluate the data gathered to identify strengths and weaknesses in the instructional program, to identify instructional needs, and to identify trends.

Feedback Mechanisms - The contract shall implement feedback mechanisms, as approved by the Government. The contractor shall maintain and monitor feedback mechanisms (classroom evaluations, electronic feedback mailboxes, feedback from USPTO organizations etc.), respond to queries and comments within the contractor's area of expertise, forward other queries and comments to the appropriate staff for response, and track that responses have been provided for all queries. The contractor shall assess the effectiveness of feedback mechanisms; shall make recommendations to improve or enhance these mechanisms; and shall implement approved changes or enhancements.

Innovations and Alternatives - The contractor shall work collaboratively with the USPTO to investigate, identify, assess, analyze, and evaluate new, innovative or emerging instructional methods and technologies. The assessments shall involve the examination of current and emerging technologies for their effectiveness and potential to support USPTO customer needs. The contractor shall prepare white papers or reports and give presentations or briefings with supporting documentation to provide research results and to support recommendations. The contractor shall identify requirements, and with Government approval, the contractor shall implement new or alternative instructional methods based on acceptance of technological and instructional innovations.

For example, recently, the USPTO has expanded beyond the traditional mode of on-campus classroom training and is taking steps to provide instruction in the evolving e-learning environment. The contractor shall work with the Government to help the USPTO advance in innovations like the evolving e-learning environment.



### **C.4.3 Task 3: Operational and Functional Planning Support**

#### **C.4.3.1 Operational Support**

The contractor shall coordinate with the Government and assist in the operation of USPTO information centers, instructional facilities and information support operations. This support will ensure the continued operation of these facilities and operations, whether or not the Government managers or team leaders are available. Work activities include all of the activities covered in the other tasks of this contract.

#### **C.4.3.2 Functional Planning Support**

The contractor shall conduct analyses and evaluations related to informational and instructional facilities' functions. Report packages include white papers, cost-benefit studies, comparisons of alternative methods, and planning related to system components, administrative, statistical or other information and cover monthly, quarterly, yearly, or other time periods depending on requirements of the reports.

The contractor shall assist the Government in facilities planning and design activities related to informational and instructional systems including: development of layout proposals, space planning, and guidelines for security of and access to collections, equipment and automated resources and tools.

### **C.4.4 Task 4: Outreach and Marketing**

#### **C.4.4.1 Outreach**

Outreach is defined in this contract as a means:

- for the contractor and the Government to connect with its customers,
- for the contractor and the Government to tap into expertise outside of the USPTO to identify, investigate, evaluate, recommend and implement enhancements and innovations.

The contractor shall work with the Government on outreach efforts for information and instructional services to target both comprehensive and selective segments of the USPTO customer base. The overall customer base primarily consists of USPTO staff, but also includes visiting dignitaries, scholars, foreign patent examiners and other outside groups with an interest in the USPTO. The contractor shall work with the Government in evaluating existing outreach methods, strengthening and enhancing outreach methods, and identifying and implementing new outreach methods. The contractor shall support and participate in outreach events. Examples of events held annually are EIC Open Houses and USPTO Community Day.

The contractor shall support activities required to document and disseminate information relating to USPTO systems, services and integration efforts. This shall include providing support at seminars and conferences, and provide documentation and briefings both for USPTO staff and for outside groups.



The contractor shall work in collaboration with the Government to establish relationships with members of the non-USPTO community in information and instruction related areas, including individuals, institutions, organizations, libraries, members of the international patent community, industry leaders, academic researchers, publishers, and others as appropriate. These relationships shall be promoted to support the USPTO's efforts to tap into outside sources of creativity and through the solicitation of unique, new or emerging ideas, functions or technologies, to provide suggestions or recommendations to improve current methods or implement new ones in order to enhance the USPTO's information and instructional capabilities.

All contractor presentations for the USPTO or that relate to the USPTO must be reviewed and cleared by the Government in advance. All contractor outreach functions for the USPTO or that relate to the USPTO must be vetted by the Government in advance.

#### **C.4.4.2 Marketing**

The contractor shall work with the Government to market its information centers, the information center's parent organization, its information resources and instructional services.

Marketing is done in collaboration with the Government and includes market research, exploring marketing opportunities, planning marketing strategies, and implementation of marketing strategies including content support, incorporation of visual and audio enhancements, and distribution support. A wide variety of marketing methods must be considered including branding, development and distribution of promotional materials, and development and provision of training materials, presentations and briefings. The contractor shall assist the Government in capitalizing on marketing opportunities in the electronic environment. (Examples are via web pages, information portals, and in the virtual environment).

The contractor shall alert the Government to marketing opportunities and shall recommend marketing alternatives as they are identified.

All contractor marketing strategies, materials and presentations for the USPTO or that relate to the USPTO must be reviewed and cleared by the Government in advance.

#### **C.4.5 Task 5: Consulting Support**

The information and instructional fields are highly active areas. In order to address development of innovations and to capitalize on expertise available in these fields, when the expertise needed is outside of the experience of the contractor or Government, the contractor shall provide consultant support to expand the knowledge base of the Government.

This support will include the exploration of new information and instructional initiatives that may support any program or element related to USPTO business processes, automation or systems implementation and integration. Consultant support shall also



encompass instruction for contract and Government information staffs to enhance their ability to provide effective and efficient services.

Consultants identify cutting edge innovations, research alternative methods and options, address feasibility, evaluate potential effectiveness, address requirements for implementation, address associated costs, and provide briefings, training or demonstrations to the Government.

Consultants provide feasibility studies, evaluative reports, cost/benefit studies, white papers and other documentation to identify the results of research and recommendations.

An excellent example of the need for consultants would be the exploration of cutting edge information on e-learning.

## **C.5 DELIVERABLES**

All reports, documentation and other deliverables (web pages and computer based training tools for example) generated by the contractor, in both paper and electronic formats are the property of the USPTO.

Documentation, reports and deliverables shall be provided to the Contracting Officer's Technical Representative (COTR) unless otherwise indicated. On a case-by-case basis, reports shall not be counted as late when the COTR provides advance approval for later report submission.

### **C.5.1 High-Level Progress Report**

On a monthly basis, the contractor shall submit a high-level progress report to the COTR highlighting management and contract issues such as system changes and anticipated impacts, updates on problem resolution, overall progress on Quality Assurance, personnel and recruitment issues, and any other significant contract or management issue including special, unique or high profile projects.

This monthly report shall also include a chart showing percentage of management and administrative time, per management and administrative support contract employee, allocated to each task order. Contract wide management and administrative support shall be distributed across all task orders. The percentage of management and administrative efforts shall not be an exact computation of hours, but will reflect the percentage of management and administrative support time contributions.

The High-Level Progress report is due by the 15<sup>th</sup> calendar day of the following month.

### **C.5.2 Funding & Loe Report**

On a monthly basis, the contractor shall provide a funding and level of effort report. This report shall provide for each period of performance, monthly and cumulative to-date data for:



- The number of hours, available funds, and costs expended for each task order and for the overall contract.
- The projected number of hours, available funds, and estimated costs for the remainder of the period of performance, for each task order and for the overall contract.

This report is due with each monthly invoice submitted by the Contractor.

### **C.5.3 Guidelines And Manuals**

The contractor shall develop and deliver process/procedure guidelines or manuals for all information and training processes handled by USPTO information centers supported under this contract. At the start of this contract, the information centers supported are identified as the Scientific and Technical Information Center and its satellite facilities (several Electronic Information Centers) and the Trademark Law Library. The contractor shall also provide guidelines or manuals for any additional information facilities or functions that may be developed during the life of the contract.

The contractor will be required to document processes for all information center operations, regardless of the amount of contractor support directly provided on handling the workloads within each information center function. These documents shall be updated continuously to reflect changes, additions and deletions. The contractor shall notify the COTR of major changes to manuals or guidelines. These documents shall be posted to a shared drive accessible by the COTR at any time, or in the absence of shared drive access, these documents shall be submitted to the COTR semi-annually in electronic format.

### **C.5.4. Task Order Status Reports**

On a monthly basis, the Contactor shall provide a brief report for each Task Order that highlights major accomplishments, status of projects, identifies issues and difficulties encountered, proposed or implemented solutions, and staffing status. These reports are due by the 10th calendar day of the following month.

### **C.5.5 Statistical Reports - Contractor Workloads**

The contractor shall provide a monthly statistical report for each task order tracking the workloads handled by contract staff. Specifics on statistical report requirements will be provided separately for each task order. These reports are due by the 15<sup>th</sup> calendar day of the following month.

### **C.5.6 Statistical Reports - Information Center Services And Functions**

When specified in a task order, the contractor shall provide a monthly report tracking the statistics for specified services or functions handled by all staff (government and contractor). Specifics on statistical report requirements will be provided separately. If the task order does not specify a due date, these reports are due by the 10<sup>th</sup> calendar day of the following month.



### **C.5.7 Other Deliverables**

The contractor shall provide other deliverables such as briefings, presentations, reports, white papers, cost/benefit studies, surveys and survey results, and other documentation to support recommendations and to identify requirements related to the functions supported under all tasks covered by this contract

Examples include: reviews of current procedures, development and maintenance of staffing plans, results of the investigation of enhancements to or alternatives to resources or functions, the determination of new resources or functions, or methods relating to information and instructional tools and methods, exploration of emerging technologies, deliverables relating to outreach, marketing and consulting services, and other documentation such as verifying that contract staff have met the annual requirement for each individual to complete the IT User Awareness Training course.

The contractor shall provide customized or tailored reports within the timeframe specified at the time that the requirement for the report is identified.

The COTR or the COTR's Government Monitor (GM) shall determine due dates for projects (with the COTR's approval). Final documentation shall be due by the project completion date.



## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKING FOR DOMESTIC SHIPMENT**

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

### **D.2 MARKING DELIVERABLES**

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



## SECTION E - INSPECTION AND ACCEPTANCE

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

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

<http://www.arnet.gov/far/>

52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001
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### E.2 QUALITY CONTROL PLAN

The proposed Quality Control Plan of the Successful Offeror will be incorporated into the resulting contract award for performance by the Successful Offeror. The Quality Control Plan may be modified during the contract life as deemed necessary. See Section L for proposal requirement.



**SECTION F - DELIVERIES AND PERFORMANCE**

**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.arnet.gov/far/>

52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984

**F.2 PERIOD AND PLACE OF PERFORMANCE**

The period of performance of this contract is as follows:

<b>CONTRACT PERIOD</b>	<b>PERIOD OF PERFORMANCE</b>
Base Period	16 April 2006 – 15 April 2007
Option Period 1	16 April 2007 – 15 April 2008
Option Period 2	16 April 2008 – 15 April 2009
Option Period 3	16 April 2009 – 15 April 2010
Option Period 4	16 April 2010 – 15 April 2011

Unless otherwise specified, the place of performance shall be the US Patent and Trademark Office, 600 Dulany Street, Alexandria, VA.



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

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

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

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

### **G.2 CONTRACTING OFFICER'S AUTHORITY**

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



### **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

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

NAME: To be determined.  
ADDRESS: To be determined.  
PHONE NO: To be determined.

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

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

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

### **G.4 TASK ORDERS**

(a) The Contractor shall perform work under this Contract as specified in written task orders issued by the Contracting Officer.

(b) Each task order will include

- (1) a numerical designation,
- (2) the estimate of required labor hours,
- (3) the period of performance and schedule of deliverables,
- (4) the description of the work,
- (5) identification of the period (base, option period, etc.) to which the task order is to be charged if the Contract includes overlapping option periods.

(c)

- (1) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer's Technical Representative a signed copy of the task order within one (1) calendar day after its receipt.



(2) Within five (5) calendar days after receipt of a task order, the Contractor shall submit one (1) copy of a work plan to the COTR and one (1) copy to the Contracting Officer. The work plan shall include a detailed technical staffing plan and a detailed cost estimate.

(3) Within five (5) calendar days after receipt of a work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

(4) If the Contractor has not received approval on a work plan within ten (10) calendar days after its submission, the Contractor shall immediately make an inquiry to the Contracting Officer. If the Contracting Officer disapproves a work plan, the Contractor shall not begin work until the problem causing the disapproval is resolved. In either case, the Contractor shall not start work until the Contracting Officer approves the work plan.

(d) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) calendar days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer.

(e) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control. Where any language in the task orders suggest a change to the terms or conditions of this contract, the Contractor shall immediately notify the Contracting Officer.

## **G.5 INVOICING AND PAYMENT INSTRUCTIONS**

(a) The Contractor shall only invoice for services rendered and deliverables furnished. For services performed for the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

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

(b) To constitute a proper invoice, each invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and task order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific task order;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Production or other reports as required by the Government.



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

#### **G.6 INVOICING/PAYMENT FREQUENCY**

The Contractor shall submit invoices on a monthly basis for services completed during the previous month.

#### **G.7 ELECTRONIC PAYMENT INFORMATION**

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

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

(b) If requested, a form will be provided to the successful Offeror for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.



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

### **H.1 AWARD TERM OPTION INCENTIVES**

Sixty days prior to the expiration of each of contract periods I through V, a contract review board will convene to determine whether or not an award term shall be converted to an option period based upon the contractor's performance during the course of the previous year. In order to be eligible for the conversion of an award term, the contractor must have met all efficiency and quality performance standards for the period of performance. No individual performance can fall below the acceptable level of performance (provided by the performance indicators). Additionally, conversion of an award term will be based on subjective criteria such as the contractor's management of the contract, their management of resources, the contractor's responsiveness to legitimate USPTO requests, and other aspects of performance.

The contract review board's determination will be implemented as follows: If the board determines that conversion of an award term is warranted, the first (lowest numbered) remaining award term of the contract will be converted to an option period exercisable in accordance with paragraph 17.207 of the FAR. If the board determines that conversion of an award term is not warranted, the last (highest numbered) remaining award term will be permanently removed from the contract. Thus, the review board convened at the end of the contract period I will either convert contract period VI from an award term to an option period, or will remove contract period X from the contract.

In accordance with the USPTO's Patent and Trademark Acquisition Guidelines (PTAG) and the principles of performance-based contracting, the agency hereby includes the opportunity to establish a long-term business relationship and to use unpriced options as a performance incentive.

### **H.2 ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract



for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

### **H.3 LIMITATIONS ON CONTRACTOR ADVERTISEMENTS (PTO-06C)**

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

### **H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-08 Mar 2000)**

- (a) The USPTO may extend the term of the contract by unilateral modification to the contract at any time prior to its expiration provided that the USPTO shall give the Contractor a preliminary written notice of its intent at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the USPTO exercises this option or awards an award term, the extended contract shall be considered to include this option provision.
- (c) The total duration of the contract, including the exercise of any options and award terms under this clause, shall not exceed 10 years from the effective date of this contract.

### **H.5 FEDERAL HOLIDAYS**

For information purposes, the following days are observed as Federal holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day
- Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.



Should the contractor need to conduct any business on USPTO premises, the contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be permitted when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <<http://www.opm.gov/status/>>).

## **H.6 NO WAIVER OF DELIVERY SCHEDULE**

- (a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default and (ii) Acceptance of delinquent deliveries.
- (b) Any assistance rendered to the Contractor on the contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

## **H.7 KEY PERSONNEL**

- (a) The Contractor shall assign to this contract the following key personnel:
  - Program Manager
  - Deputy Program Manager
  - Project Manager (ITRP)
  - Assistant Manager (Searchers)
  - Assistant Manager (SSE trainers)
  - Assistant Manager (ITRP trainers)
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.



## **H.8 SECTION 8(a) AWARD (PTO-07C)**

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

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

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

(c) The contractor agrees:

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

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

## **H.9 NOTICE TO THE GOVERNMENT OF DELAYS**

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

## **H.10 PHYSICAL ACCESS (PTO-08C)**

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



The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

### **H.11 INSURANCE**

The Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

### **H.12 SECRECY AND USAGE OF PATENT INFORMATION**

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

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

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

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

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

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

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



### **H.13 HOLD AND SAVE THE GOVERNMENT HARMLESS FROM LIABILITY**

The Contractor shall hold and save the Government, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of infringement of any patent or copyright or any other unauthorized disclosure or use of any confidential secret, or proprietary data, process, product or invention, whether or not patentable, in the performance of this contract, including their disclosure or use by the Government consistent with rights in, or intent of, the contract. Where applicable, this shall include full indemnification of all costs and expenses.

### **H.14 COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable laws, rules and regulations having the force of law that deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance. The Contractor shall procure such permits, licenses, and other required authorizations from the United States and from state and local authorities, as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, State and Local Laws in any way affecting the contract work.

### **H.15 SUPERVISION OF CONTRACTOR'S EMPLOYEES**

- (a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.
- (b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

### **H.16 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES**

- (a) The Contractor shall obtain from the USPTO Office of Security Contractor identification passes which must be displayed by each Contractor employee while on USPTO premises. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.
  - (1) Investigative Processing -  
The COTR, in conjunction with the contractor's Project Manager, is responsible for Initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to and accepted by the USPTO Security Office within 14 days after the Subject's



performance on the contract. During the investigative processing, each contract employee will be initially provided with a temporary badge good for 2 weeks and which each Contractor employee shall display while on USPTO premises.

(2) Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment. Non U.S. citizens to be employed under this contract must: i. Have official legal status in the United States; and ii. Have continuously resided in the United States for the last 2 years.

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

- a. Falsification of information entered on the investigative forms.
- b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
- d. Any behavior judged to pose a potential threat to USPTO personnel or property.

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

- (b) All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to USPTO's Security Office.
- (c) All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such



action shall not excuse the Contractor from the responsible performance of all tasks under the contract.

- (d) The Security Manual and additional memos from the USPTO Director of Security, as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.
- (e) This clause also applies to any subcontractors or consultants used by the Contractor.

#### **H.17 GOVERNMENT FURNISHED DATA**

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

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

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

#### **H.18 CAR 1352.218-70 CONTRACT PERFORMANCE DURING PANDEMIC INFLUENZA OUTBREAKS, SARS OUTBREAK, OR OTHER BIOMEDICAL OR CATASTROPHE (OCTOBER 2006)**

In the event of a Pandemic Influenza outbreak, SARS outbreak, or other biomedical emergency or catastrophe the Contractor hereby agrees to continue to maintain performance under this Contract at a 50% level (hereafter referred to as “modified performance level”) throughout the duration of the event, or until such time as USPTO, in its discretion, determines the modified performance level to be necessary, whichever is later.

#### **H.19 CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURES (MARCH 2000)**

- a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, not to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a “need to know” basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reasons to suspect a breach of this requirement.
- b. The Contractor agrees that it will not disclose any information described in subsection a to any persons or individual unless prior written approval is obtained from the Contracting Officer.



The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

## **H.20 CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2003) (Modified)**

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

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

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

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4 (<http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>).
- (2) The DOC Security Manual, Chapter 18 ([http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5\\_2003\\_Security\\_Manual/DOC\\_Manual\\_of\\_Security\\_Policies\\_and\\_Procedures.htm](http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003_Security_Manual/DOC_Manual_of_Security_Policies_and_Procedures.htm)).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

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



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

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



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

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

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

- (a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:
- (1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with global access to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
  - (2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work to not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subjects start of on the contract, regardless of the expected duration of the contract.
  - (3) Contract personnel performing work designated as Contract Low Risk will require as National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subjects start of work on the contract.



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

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

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

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



**SECTION I - CONTRACT CLAUSES**

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

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

<http://www.arnet.gov>

NUMBER	TITLE	DATE
52.202-01	Definitions	Jul 2004
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Sep 2005
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Jul 2006
52.204-09	Personal Identity Verification of Contractor Personnel	Jan 2006
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sep 2006
52.215-02	Audit and Records--Negotiation	Jun 1999
52.215-08	Order of Precedence -- Uniform Contract Format	Oct 1997
52.216-07*	Allowable Cost and Payment	Dec 2002
52.216-11*	Cost Contract -- No Fee	April 1984
52.217-09	Option to Extend the Term of the Contract	Mar 2000
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	May 2004
52.219-24	Limitations on Subcontracting	Oct 2000
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Records on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-41	Service Contract Act of 1965, as Amended	Jul 2005
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option contracts)	May 1989
52.223-06	Drug-Free Workplace	May 2001



NUMBER	TITLE	DATE
52.223-10	Waste Reduction Program	Aug 2000
52.224-01	Privacy Act Notification	Apr 1984
52.224-02	Privacy Act	Apr 1984
52.227-14	Rights in Data-General Alternate II	Jun 1987
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-07	Payments Under Time-And-Materials And Labor Hour Contracts	Aug 2005
52.232-09	Limitation on Withholding of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003
52.233-01	Disputes Alternate I	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.233-04	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-02	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-03	Continuity of Services	Jan 1991
52.242-01*	Notice of Intent to Disallow Costs	April 1984
52.242-13	Bankruptcy	Jul 1995
52.243-03	Changes--Time-And-Material Or Labor-Hours	Sep 2000
52.244-06	Subcontracts for Commercial Items	Feb 2006
52.245-01	Property Records	Apr 1984
52.245-05	Government Property (Cost-Reimbursement, Time-and-Material or Labor-House Contracts)	May 2004
52.246-03*	Inspection of Supplies -- Cost-Reimbursement	Mar 2001
52.249-06	Termination (Cost Reimbursement) - Alternate IV	May 2004
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	Jan 1991

Note: \*Applies to CLINs 0002, 0004, 0006, 0008 and 0010 only.

## I.2 CLAUSES INCORPORATED IN FULL TEXT

### 52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns (Jun 2003)

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

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



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

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

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

(d)

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

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

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.  
(Dec 2004)**

(a) Definition. As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be



required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting



requirements with respect to any of the Contractor’s facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department’s Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor’s official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

<b>Employee Class</b>	<b>Monetary Wage—Fringe Benefits</b>
Administrative Assistant (0303)	GS-8/9
Library Technician (1411)	GS-7/8



Librarian – Entry Level (1410)	GS-7/9
Librarian (1410)	GS-11/12
Senior Librarian (1410)	GS-13
Program Analyst I (0343)	GS-9/11
Program Analyst II (0343)	GS-12

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

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.



## SECTION J - LIST OF ATTACHMENTS

### J.1 LIST OF ATTACHMENTS

Attachment 1	Appendix to Statement of Work/Specifications
Attachment 2	Past Performance Questionnaire
Attachment 3	Quality Assurance Surveillance Plan (QASP)
Attachment 4	Labor Categories
Attachment 5	Wage Determination No. 2005-2103, Revision No. 1
Attachment 6	Background on Services



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

**K.1 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$33.5M.

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

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

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

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

**K.2 CERTIFICATION**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_



**SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

52.215-01	Instructions to Offerors – Competitive Acquisition	Jan 2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	Feb 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.237-1	Site Visit.	Apr 1984

**L.2 INVITE AND RECEIVE OFFEROR SUBMISSIONS**

Offerors who wish to respond to the USPTO’s needs as outlined in the RFP shall submit all documents as defined in Section L.4 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

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

**L.3 PROPOSAL REQUIREMENTS**

Offerors are required to submit an original and three (3) copies of the following in response to the solicitation:

- \*Volume I**
- A. Technical Approach**
  - (1) Ability to Perform Breadth of Services
  - (2) Ability to achieve the performance indicators
  - (3) Proposed Transition plan
  - (4) Key Personnel Resumes
- B. Management Plan**
  - (1) Previous company experience
  - (2) Specific Management Plan for the contract.
- C. Past Performance**



\* Volume I shall not exceed 50 total pages exclusive of **Past Performance Questionnaire, Attachment 2** to this RFP, Resumes for proposed Key Personnel, and Letters of Commitment for proposed Key Personnel.

**Volume II D. Price Proposal**  
**E. A completed Section K (Certifications and Representations)**

**L.3.1 Evaluation Factor A: Technical Approach**

The USPTO Project Team will evaluate the feasibility, credibility, relevance, quality, responsiveness and completeness of the Offeror's technical approach to providing the services required under Section C of this RFP. The Offeror is required to clearly indicate which of its responses to this evaluation factor address each of the items listed below.

1. The offeror will demonstrate its ability to Perform Breadth of Services required in Section C of the RFP and its approach to all elements of performing each IRIS task order detailed in Section C of RFP DOC-52-PAPT-07-01001. The offeror shall identify and completely explain the technical resources and expertise necessary to provide the services required under Section C of RFP DOC-52-PAPT-07-01001. If Offeror is proposing an automated solution, Offeror may be required to successfully provide a demonstration of its solution.

2. The offeror shall demonstrate its ability to achieve the performance indicators per each task order in **Attachment 3, Quality Assurance Surveillance Plan (QASP)**, to RFP DOC-52-PAPT-07-01001. Under this sub-factor, the Offeror is required to propose a Quality Control Plan. The USPTO will assess the offeror's ability to provide and manage a Quality Control Program that will ensure performance of all task orders at or above the stated Performance indicators. The evaluation will consider the relevance, credibility, responsiveness, and completeness of the Offeror's proposed Quality Control Program.

The Offeror's proposed Quality Control Plan will be incorporated into the resulting contract.

The Offeror's proposed Quality Control Program shall, at a minimum, address the following.

- (a) Sampling and measuring for every task order under this contract.
- (b) Where, when, and by whom contractor process controls and inspections will be performed to check for errors and timeliness. Contractor shall set forth the resources that will be assigned to this program (e.g. number of people, total labor hours etc.).
- (c) Appointment of an official who shall be responsible for the operation of the quality control system/department and for investigating and ascertaining the causes of deficiencies.



Failure to maintain the Quality Control Program in accordance with the plan submitted and approved by the Government may result in the Government's termination of the contract for default.

Upon USPTO request, quality control data and supporting documentation must be supplied at no additional cost to the Government.

3. Offeror shall provide a Transition plan.

4. The experience level of Proposed Key Personnel shall be provided. Offeror must submit, as part of their Technical Proposal, a resume for each individual that the Offeror designates for the job titles listed in clause H.7 (KEY PERSONNEL) of this RFP. Each Offeror must submit a letter of commitment for any proposed Key Personnel not currently employed by the prime/subcontractor(s) committing the employee to work for the prime/subcontractor contingent upon award of the contract.

### **L.3.2 Evaluation Factor B: Management Plan**

The USPTO Project Team will evaluate the feasibility, credibility, relevance, quality, responsiveness and completeness of the Offeror's Management Plan as well as the Offeror's Experience. The Offeror is required to clearly indicate which of its responses to this evaluation factor address each of the items listed below.

1. The Offeror shall demonstrate its previous company experience for the same or similar services required by Section C of RFP DOC-52-PAPT-07-01001. The Offeror will be evaluated based on the type, size and complexity of its previous experience.

2. Specific Management Plan for the contract.

(a) The Offeror shall further include any teaming or subcontracting arrangements or plan to manage any such arrangements and identify which employees in the organizational chart will be employed by the prime and which will be employed by any team members or subcontractors.

(b) The Offeror shall provide a plan for recruitment and retention of highly qualified personnel necessary to meet the requirements in Section C of RFP DOC-52-PAPT-07-01001.

### **L.3.3 Past Performance (Factor C)**

The USPTO Project Team will assess the Offeror's past and present performance in similar services in programs of similar size and complexity. The USPTO will utilize past performance information submitted by each offeror in response to the solicitation. Each offeror will have the cognizant contract reference complete a Past Performance Questionnaire for each contract provided as a past performance reference under its proposal (see Attachment 2 to RFP DOC-52-PAPT-07-01001). Each cognizant contract reference must (1) Fully complete and sign the



questionnaire found at Attachment 2; (2) Place the questionnaire in a sealed envelope which contains the cognizant contract reference agency's/company's letter head and (3) Return the sealed envelope to the evaluated Offeror for inclusion in Volume I of the Offeror's proposal to be submitted to the USPTO by the RFP closing date. Offerors are prohibited from opening the sealed envelope containing the completed questionnaire. If the USPTO determines that the Offeror opened the sealed references or tampered with a questionnaire in any way, the Offeror will be deemed ineligible for award. Each prime contractor and any proposed subcontractor **shall provide three (3) Government and/or commercial past performance contract references.** These contract references must be currently in process or completed within the past three years and must be or have been the customer receiving the actual services provided. The Project Team will also assess the relevance of the Offeror's submitted Past Performance Questionnaires.

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

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts. If an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

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

#### **L.3.4 Price (Factor D)**

The Price Proposal shall contain the following items:



(1) Offerors shall provide a proposed Section B, for the base year and each of the four option years, that includes the labor categories identified in **Attachment 4, Labor Categories**, of this RFP. If the title of the Offeror's proposed labor categories does't match the labor categories listed, the Offeror must provide a "road map" between its proposed labor categories and those required under this RFP. All labor categories identified shall include a fully burdened hourly rate (including wages, overhead, general and administrative expenses and profit). This information shall also be filled in on the table at B.5 Schedule of Prices and returned as part of the Offeror's proposal. Offerors are not required to propose a Material Handling rate. If a Material Handling rate is proposed, the Offeror shall propose a percentage rate for the base year and each of the option years. The Material Handling rate, if any, should be provided as a percentage of the cost of future material to be procured under the resulting contract, if any. The Offeror's Price Proposal should also show the components (direct and indirect) that make up the proposed fully burdened labor rates. The USPTO will examine the following elements in evaluating the Offeror's Price Proposal:

Whether the proposed costs are fair and reasonable to the Government. The USPTO will evaluate the Offeror's total proposed price by plugging in the Offeror's proposed fully burdened labor rates into the USPTO calculated representative labor mix for one of the task orders. This USPTO evaluated total price for the base year plus all option years will be calculated for and compared between each Offeror to assist in determining price reasonableness. The USPTO will also utilize its independent government price estimate calculated for the requirement to help determine price reasonableness.

Offerors shall provide a price for each labor category for the base year and each option year. The USPTO will evaluate the offerors' price proposals by utilizing the offerors' proposed fully burdened labor rates in the USPTO calculated representative labor mix for one of the task orders. This USPTO evaluated price for the base year and all options years (but not award term options) will be calculated and compared between each offeror to assist in determining price reasonableness. Evaluation of options will not obligate the Government to exercise the option(s).

Wage Determination No.: 2005-2103, Revision No. 1, dated 22 August 2006 may be applicable to some of the labor categories that may be proposed under this requirement (see **Attachment 5** to this RFP). If a proposed labor category is covered under the aforementioned Wage Determination, each Offeror must identify the proposed labor category that is covered and must state the applicable Wage Determination Labor Category.

If the Offeror is using Defense Contract Audit Agency (DCAA) negotiated direct and indirect rates in its price proposal, it shall indicate this and provide the name and telephone number of the cognizant DCAA point of contact that can provide verification. In the absence of DCAA negotiated direct and indirect rates, the Offeror shall provide the following information:

Year-end actual direct labor and indirect rates for the company's most recently completed fiscal year. Along with these rates, the Offeror shall provide the following information:



1. Period of Offeror's fiscal year (i.e. January 1 through December 31 or October 1 through September 30)
2. Whether or not the Offeror's year-end actual direct labor and indirect rates were audited. If audited, attach a copy of the audit and provide name of agency/company, point of contact name and telephone number that performed the audit.
3. Whether or not the Offeror's year-end actual direct labor and indirect rates are in compliance with the Cost Accounting Standards in part 30 of the Federal Acquisition Regulation (FAR).

(2) Certifications and Representations.

The Certifications and Representations provided in Section K of this solicitation shall be completed, signed and provided with each Offeror's proposal.

**L.4 SUBMISSION FORMAT REQUIREMENTS**

All proposal documents shall be submitted as outlined below:

- paper form (one original and three (3) copies) on white, untextured paper;
- one copy on a CD formatted for Microsoft® Office 2000 (or newer) and formatted for 8 1/2" by 11" single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the font shall be Times New Roman 12 pt;

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

Submission of proposals, modifications or withdrawals of proposals shall **not** be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. 52-PAPT-07-01001 on the outside of the package.

All proposal documents shall be received **no later than 2:00 p.m., Eastern Standard Time (EST), 17 January 2007.**

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

**U.S. Postal Service**

U.S. Patent and Trademark Office  
Mail Stop 6  
Office of Procurement  
PO Box 1450  
Alexandria, VA 22313-1450  
Attn: Teresa Kelley

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

U.S. Patent and Trademark Office  
Office of Procurement  
Attn: Teresa Kelley  
Madison East  
7<sup>th</sup> Floor, Corridor B, Room 11  
600 Dulany St.  
Alexandria, VA 22313-1450



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

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

## **L.5 QUESTIONS AND RESPONSES**

All questions pertaining to the RFP shall be submitted electronically to [teresa.kelley@uspto.gov](mailto:teresa.kelley@uspto.gov). Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name of the question will not be published. **All questions regarding the RFP are due by 4:00 p.m. E.S.T. 29 December 2006.** Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

## **L.6 INCUMBENT CONTRACTOR**

The incumbent contractor is: ASRC Aerospace Corp; 6303 Ivy Lane, Suite 800; Greenbelt, MD 20770-6302

## **L.7 52.233-2 SERVICE OF PROTESTS (AUGUST 1996) (DEVIATION)**

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgments of receipt from:
- United States Patent and Trademark Office
  - OFFICE OF PROCUREMENT
  - Attn: Chris Hannah
  - Mail Stop 6
  - P.O. Box 1450
  - Alexandria, VA 22313-1450
  - FAX: 571-273-0284
- B. The copies of any protest shall be received in the offices designated above within one day of filing a protest with the GAO.

## **L.8 AGENCY-LEVEL PROTEST PROCEDURES**

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

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive



Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

## II. DEFINITIONS:

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

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

## III. PROCEDURES:

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

Mr. Barry Hudson  
Chief Financial Officer  
U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

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

Office of the General Counsel  
U.S. Patent & Trademark Office  
Mail Stop 8  
P.O. Box 1450  
Alexandria, VA 22313-1450  
(FAX Number 571-273-0099)



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

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

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

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

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

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management. Effect of protest on award and performance:

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

- (i) The supplies or services are urgently required,



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

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

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

#### IV. REMEDIES:

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

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

#### **L.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

(b) The use in the solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **L.10 PROHIBITION ON MULTIPLE PROPOSALS**

An Offeror shall submit a maximum of one (1) proposal in response to the solicitation.

#### **L.11 EVALUATION OF PROPOSALS**

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

#### **L.12 NEWS RELEASES**

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



### **L.13 INCURRING COSTS**

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

### **L.14 AMENDMENTS TO PROPOSALS**

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

### **L.15 PERIOD FOR ACCEPTANCE OF OFFERS**

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

### **L.16 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The North American Industry Classification System (NAICS) code for this acquisition is 561210.

### **L.17 SUMMARY**

Offerors shall be responsible for accessing the web page, the Current Patent and Trademark Office Acquisition Projects page <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm> for any changes to the solicitation. All changes will be posted at this location. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the due date will not be considered for further evaluation.

In summary, Offerors are required to submit the following in response to the RFP:

#### **Volume I**

#### **A. Technical Approach**

- (1) Ability to Perform Breadth of Services
- (2) Ability to achieve the performance indicators
- (3) Proposed Transition plan
- (4) Key Personnel Resumes

#### **B. Management Plan**

- (1) Previous company experience
- (2) Specific Management Plan for the contract.

#### **C. Past Performance**

\* Volume I shall not exceed 50 total pages exclusive of **Past Performance Questionnaires, Attachment 2** to this RFP, Key Personnel Resumes, and Letters of Commitment for proposed Key Personnel.



**Volume II D. Price Proposal**

**E. A completed Section K (Certifications and Representations)**



**SECTION M – EVALUATION FACTORS FOR AWARD**

**M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)**

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

Clause	Title	Date
52.217-5	Evaluation of Options	July 1990
52.232-15	Progress Payments Not Included	Apr 1984

**M.2 UNBALANCED OFFERS**

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

**M.3 BASIS OF CONTRACT AWARD**

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

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

- Determined to be responsible according to the standards of FAR Subpart 9.1
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation



- Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required
- Meets all mandatory requirements set forth in Sections C and J
- Provides the best overall value to the USPTO as represented by a combination of non-price and price factors.

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

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In accordance with the Patent and Trademark Office Acquisition Guidelines (PTAG), if discussions are deemed necessary, the Government will limit the competitive range to the three (3) highest evaluated Offerors. Also, in accordance with the PTAG, the USPTO Contracting Officer may conduct discussions with only the highest ranked Offeror based on the evaluation factors set forth in the solicitation. If the USPTO Contracting Officer is unable to reach agreement with this Offeror, discussions will be initiated with the next highest-ranked firm. This process will continue until those firms remaining in the competitive range have been considered. If agreement cannot be reached, discussions may be re-opened with all firms in the competitive range or the solicitation may be canceled.

#### **M.5 EVALUATION PROCEDURES**

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the RFP DOC-52-PAPT-07-01001. The USPTO will evaluate and make award based upon the evaluation criteria provided below:

##### **A. Technical Approach**

- (1) Ability to Perform Breadth of Services
- (2) Ability to achieve the performance indicators
- (3) Proposed Transition plan
- (4) Key Personnel Resumes

##### **B. Management Plan**

- (1) Previous company experience
- (2) Specific Management Plan for the contract.

##### **C. Past Performance**

##### **D. Price Proposal**

##### **E. A completed Section K (Certifications and Representations)**

##### **A. Technical Approach**



The USPTO Project Team will evaluate the feasibility, credibility, relevance, quality, responsiveness and completeness of the Offeror's technical approach to providing the services required under Section C of this RFP.

### **B. Management Plan**

The USPTO Project Team will evaluate the feasibility, credibility, relevance, quality, responsiveness and completeness of the Offeror's Management Plan as well as the Offeror's Experience, viability and Past Performance.

### **C. Past Performance**

### **D. Price Proposal**

The USPTO will evaluate the offerors' price proposals by utilizing the offerors' proposed fully burdened labor rates in the USPTO calculated representative labor mix for one of the task orders. This USPTO evaluated price for the base year and all options years (but not award term options) will be calculated and compared between each offeror to assist in determining price reasonableness. The USPTO will also utilize its independent government price estimate calculated for the requirement to help determine price reasonableness.

### **E. Representations and Certifications**

Representations and Certifications will be evaluated but not scored.

### **E. Relative Importance of Evaluation Factors and Best Value Determination**

The Non-Price Evaluation Factors' importance is in the following descending order with the most important factor listed first: Factor A Technical Approach, Factor B Management Plan, and Factor C Past Performance. The subfactors under each factor are listed in descending order of importance in the opening paragraph of this section M.5. When combined, the Non-Price Factors are significantly more important than Factor D Price Proposal. Factor D Price Proposal will be evaluated but not scored.