

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS 15 CFR 350		RATING	PAGE OF 1 50 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. DOC-52-PAPT-08-01003		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED(RFP)		5. DATE ISSUED	
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)			
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 <u>See Section L.3</u> until <u>2:00 P.M. Eastern Standard Time (EST), 1 August 2008.</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals See Section L, Provision No. 52.215-01. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION Call <input type="checkbox"/>		A. NAME Teresa Kelley			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (571) 272-3262		
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					
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 <u>180</u> 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 time period specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		<input checked="" type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> CALENDAR DAYS		
		%	%	%	%		
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)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
		<input type="checkbox"/>					
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
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)		ITEM 25. N/A	
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY U.S. Patent and Trademark Office Office of Finance, Mail Stop 17, P.O. Box 1450 Alexandria, VA 22313-1450			
26. NAME OF CONTRACTING OFFICER (Type or print) Angela Maldonado				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
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 TYPE OF CONTRACT

This is a Firm Fixed price, Performance Based Services contract.

B.2 SCHEDULE OF PRICES

B.2.1 Base Period: 1 October 2008 through 30 September 2009

CLIN	Description	Unit	Qty	Unit Price	Total Price
0001	USPTO Call Center Support Services	Month	12		

B.2.2 Option Period 1: 1 October 2009 through 30 September 2010

CLIN	Description	Unit	Qty	Unit Price	Total Price
1001	USPTO Call Center Support Services	Month	12		

B.2.3 Option Period 2: 1 October 2010 through 30 September 2011

CLIN	Description	Unit	Qty	Unit Price	Total Price
2001	USPTO Call Center Support Services	Month	12		

B.2.4 Option Period 3: 1 October 2011 through 30 September 2012

CLIN	Description	Unit	Qty	Unit Price	Total Price
3001	USPTO Call Center Support Services	Month	12		

B.2.5 Option Period 4: 1 October 2012 through 30 September 2013

CLIN	Description	Unit	Qty	Unit Price	Total Price
4001	USPTO Call Center Support Services	Month	12		

SECTION C - PERFORMANCE WORK STATEMENT

C.1 PROGRAM DESCRIPTION

The USPTO Contact Center (UCC) is the front-line customer service center for the United States Patent and Trademark Office and responds to public inquiries seeking information on a variety of USPTO programs and services and historically has been contractor operated. The goal of the UCC is to effectively and efficiently provide customers with accurate responses to their requests in a courteous and professional manner.

Approximately 20% of the calls that come to the UCC seek general information. Approximately 80% of the calls are transferred to second-tier call centers. The caller may listen to automated responses on specific topics or choose to speak to a UCC Customer Service Representative (CSR) who will answer general questions using the available knowledge base, USPTO website (www.uspto.gov) or other reference material; recommend resources available on the USPTO website; offer to mail applicable standard printed materials to the caller; or refer the caller to a local Patent & Trademark Depository Library (PTDL) for additional assistance. If the CSR is unable to answer the question, the call is transferred to the appropriate second-tier call center.

UCC CSRs also respond to inquiries and requests for information received via e-mail from usptoinfo@uspto.gov, via postal mail to the UCC's mailing address (or from another USPTO business area that is deemed as "general"), via voicemail on the 1-800 phone line, and via a walk-up window in the USPTO Public Search Facility (PSF).

The USPTO Contact Center's functions are supported by the following automated customer service systems:

- The Enterprise Contact Center (ECC) system: this system provides automatic call distribution (ACD) and interactive voice response (IVR) services to the USPTO and its customers. The UCC uses the ECC system to queue and route callers to its CSRs.
- The USPTO Customer Contact Management System (UCCMS): this system provides customer service/customer relationship management services to the USPTO and its customers. The UCC uses the UCCMS system to log all of its customer requests/problems and all actions taken by the CSR to resolve the request/problem. The UCCMS system is also used as the central knowledge base for the UCC CSRs.

Note: The C&A requirements in PTO-11 Security Requirements For Information Technology Resources do not apply. A Security Accreditation Package is not required.

C.2 SCOPE

Services will be provided onsite in Government-furnished facilities at the USPTO headquarters, in Alexandria, VA.

The Contractor shall furnish the necessary personnel, equipment, supplies and services to meet the requirements described in this Performance Work Statement (PWS). The Contractor shall

perform all functions to operate and manage the contact center staff and associated services to meet the needs of the Government. The Government shall provide standard computer workstation configurations.

C.3 OBJECTIVES/OUTCOMES

The objectives/outcomes for the UCC are as follows:

- provide USPTO customers with timely, accurate, effective, courteous and professional responses to their inquiries/requests;
- provide the capability to measure, understand, and control the delivery of customer service to meet the evolving needs of the USPTO's customers;
- provide the capability for the UCC to work with the other USPTO contact centers to foster efficient use of knowledge and resources in the delivery of USPTO information and services; and
- provide detailed information to allow the USPTO to control customer service and information dissemination costs.

C.4 TRANSITION AND START-UP

The incumbent contractor is responsible for operations and transition during a 30 day transition period. The selected contractor is expected to be fully operational to meet objectives and outcomes within this 30 day period.

After contract award and prior to the actual contract performance date, key personnel, supervisor(s) and, at the contractor's discretion, contractor staff, shall attend a three-day Government-provided on-site orientation and training. Upon completion of the transition period, the Contractor shall be responsible for the future training needs of all of its personnel. Time spent by the contractor staff during the training period shall not be separately compensated by the Government.

C.5 UCC WORK VOLUME

In FY2007, the UCC handled approximately 300,000 phone calls, 21,000 emails and smaller volumes of voice mail, faxes, postal mail and returned mail.

C.5.1 Work Volume Impact

Future UCC work volumes may be greater than or less than what the current work volume trends predict. The Government will notify the Contractor of any known, or anticipated, impact to work volumes. The Government anticipates that the following events may have an impact on work volumes:

- The volume of email inquiries may increase as the USPTO further explores the use of email as an acceptable way to communicate with citizens. The extent of the impact, however, is unknown at this time.

- The USPTO has consistently been improving the number of eGov applications and “E-Services” available on the agency’s website: www.uspto.gov. The launch of each new USPTO “E-Service” will likely have an impact on the UCC’s work volume.
- The Government may leverage the UCC capabilities to serve as a backup site to other USPTO contact centers during periods of high call volumes or in the event of an emergency, disaster, or service outage. The frequency, magnitude, or duration of such support is not known at this time.

C.6 CALL CENTER SERVICES

C.6.1 Manuals and Documentation

The Contractor shall update and maintain all UCC manuals and support documentation.

C.6.2 Responses to Customer Inquiries/Requests

The Contractor shall insure that clear, detailed information of all inquiries/requests received including steps taken to resolve any problems encountered is entered into the UCC Customer Service Systems.

C.6.2.1 Telephone, Voice Mail, Facsimile, Postal Mail and Returned Mail Communications

The Contractor shall answer all incoming telephone calls during the hours of operation stated in Section F ensuring that calls that have entered the USPTO’s call queues before the closing time of the facility are answered on the same day; retrieve incoming voice mails; respond to all incoming facsimiles; process incoming postal mail requests for publications; and handle incoming returned mail in accordance with performance metrics below.

C.6.2.2 Electronic Mail

The Contractor shall respond to and the contractor supervisor shall review and approve all incoming and outgoing electronic mail (email) regarding patents, trademarks, publications, data quality, and products and services as sent to the General USPTO mailbox (usptoinfo@uspto.gov). The Contractor shall be limited to the strict use of pre-approved responses.

C.6.2.3 Walk-up Window Assistance

The Contractor shall maintain a professional appearance and answer public requests for assistance in the walk-up window of the Public Search Facility (PSF) during the hours of operation stated in Section F.

C.6.3 Performance Metrics

Communication Channel	Performance Metrics
Telephone	95% answered in 20 seconds.
Voicemails	100% retrieved in 1 business day

Electronic mail	100% responded to in 1 business day; at a minimum, the Contractor shall provide the appropriate pre-approved responses to 97% of the email received.
Facsimile	100% responded to in 1 business day
Postal mail	100% responded to in 3 business days
Returned mail	100% resolved within 5 business days

Quality for the above metrics equates to consistency, accuracy, and customer satisfaction and shall be measured by the following:

- Effective listening and oral communication skills, speaking fluent English, proficiency with a personal computer, electronic mail, data entry, call center problem logging, and ACD/telephone systems;
- Courteous and professional customer service including using a knowledgebase of pre-approved responses to consistently and accurately respond to inquiries/requests, transfer customers to appropriate secondary call centers, or send appropriate general information publications;
- Clear, detailed documentation of all inquiries/requests received including steps taken to resolve any problems or complaints encountered;
- Proper resolution of returned mail;
- Fulfillment of walk-up customer's requests;
- Courteous and professional interaction with customers in accordance with customer service common practices;
- Identify the customer's willingness to participate in a survey or other follow-up/feedback activity;
- Enact call elevation practices and procedures when necessary.
- The Project Manager and Supervisor shall have a record of conforming to contract requirements and good workmanship, a record of adhering to contract schedules, including the administrative aspects of and commitment to customer satisfaction, as well as a business-like concern for the customer.

C.7 EXPERIENCE REQUIREMENTS

The Contractor shall ensure that employees performing work under this contract have the necessary training and experience outlined below and ensure that requirements contained in the clause H.14, Government Identification/Suitability Investigation Requirements for Contractor Employees, are met.

Project Manager

Project Manager shall demonstrate four (4) years of successful management or equivalent experience, and in-process or completed certification from the Call Center Industry Advisory Council (CIAC) at the “Operations Manager” (CCOM) or “Strategic Leader” (CCSL) level. The Project Manager is the Contractor representative responsible for the services provided under this contract. He/she is responsible for contract administration and employees assigned to the contract. The Project Manager shall work closely with the COTR during the life of the contract. The Project Manager will be responsible for the timeliness and quality of services under the contract. When the Project Manager cannot be present, an equally responsible individual shall be designated by the Contractor and fully empowered to act for the Project Manager/Contractor. The Project Manager or designated representative shall meet with the COTR and any other government personnel designated by the Contracting Officer to discuss performance against stated criteria and to discuss emerging performance issues. The Project Manager or representative shall respond within four (4) working hours after notification of any such issues.

Supervisor

The Supervisor shall demonstrate two (2) years of successful leadership or equivalent experience, and proof of formal call center supervisor or call center manager training and/or certification, e.g., certification from the Call Center Industry Advisory Council (CIAC) or the International Customer Management Institute. The Supervisor is responsible for day-to-day operational management and for ensuring the services of the UCC are being effectively provided to the UCC’s customers. The Supervisor must possess a strong understanding of and experience in the management of contact/call centers and must clearly understand call center performance metrics. The Supervisor will also be responsible for any quality monitoring of call center agents and for managing individual agents against the UCC’s performance standards.

Technical Writer

The Technical Writer shall demonstrate one (1) year of experience in technical writing. The Technical Writer should have knowledge and skills in technical documentation and presentation techniques, including technical writing, technical proofreading, and technical editing. He/she should demonstrate excellent command and articulation of the English language and have superior grammatical skills. The Technical Writer collects and organizes all written information required for preparation of deliverables; ensures the use of proper technical terminology; performs technical writing, editing, proofreading, and integration of computer-based material to produce reports, manuals, and support documentation deliverables; and translates technical information into clear, readable documents to be used by non-technical personnel.

Customer Service Representatives

All Customer Service Representatives (CSR) shall demonstrate at least one (1) year of customer service experience, including phone and/or email call center experience and face-to-face customer service experience.

C.8 DEFINITION OF ACRONYMS and TERMS

1. **USPTO:** The United States Patent and Trademark Office, an agency of the United States Department of Commerce
2. **UCC:** The USPTO Contact Center, the front-line customer service center for the USPTO.
3. **UCCMS:** The USPTO Customer Contact Management System. This system, based on COTS customer service software, allows the USPTO to track and manage all customer service questions and requests.
4. **ACD:** Automatic Call Distribution. This is a system that queues and distributes calls to “agent” groups waiting to receive the calls. It also allows callers to wait in queue until an agent is available (instead of callers hearing a busy signal).
5. **“Multi-channel”:** supporting multiple customer communication means, including phone, email, fax and voicemail.
6. **ECC:** The Enterprise Contact Center. This system, based on COTS Multi-channel ACD software, is used by USPTO call centers to queue and route customer communications.
7. **CSA:** Customer Service Analyst. This refers to staff whose function is to perform analytical work required for the on-going management of the Contractor staff.
8. **CSR:** Customer Service Representative. This refers to all staff whose primary function is to answer customer phone calls, emails, voice mail, faxes, postal mail and walk-ins.

SECTION D - PACKAGING AND MARKING

Best commercial practices.

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/>

52.246-04	Inspection of Services – Fixed Price	Aug 1996
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E.2 INSPECTION AND ACCEPTANCE

The COTR will inspect the services provided by the Contractor on a random basis, approximately four (4) times per day, to ensure compliance with the performance metrics and quality criteria specified in Section C. The COTR will document the results of the inspection and provide the Contractor with a copy of the results monthly.

E.3 QUALITY CONTROL (QC) PLAN

The Contractor shall develop, implement, and manage a Quality Control Plan which includes contractor surveillance and inspection systems that ensure contract outcomes and performance metrics are met. The plan should also include provisions for any necessary remedial action plans.

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:

CONTRACT PERIOD	PERIOD OF PERFORMANCE
Base Period	1 Oct 2008 through 30 September 2009
Option Period 1	1 Oct 2009 through 30 September 2010
Option Period 2	1 Oct 2010 through 30 September 2011
Option Period 3	1 Oct 2011 through 30 September 2012
Option Period 4	1 Oct 2012 through 30 September 2013

Unless otherwise specified, the place of performance shall be at the USPTO, 600 Dulany Street, Alexandria, VA.

F.3 PRINCIPAL PERIOD OF OPERATION

The UCC's hours of operations are currently from 8:30 a.m. to 8:00 p.m. Monday through Friday except Federal Holidays. The walk-up window in the Public Search Facility hours of operation are currently from 8:00 a.m. to 8:00 p.m. (Monday through Friday except Federal Holidays).

The Contractor shall have access to the USPTO Call Center between the hours of 6:30 a.m. to 9:00 p.m., Monday through Friday with the exception of Federal Holidays. The Contractor shall have access to the walk-up window in the Public Search Facility between the hours of 7:30 a.m. through 8:00 p.m.

F.4 MEETINGS

The Key Personnel shall attend a kick-off meeting with the Contracting Officer's Technical Representative (COTR) and the Contracting Officer (CO) within one week of contract award.

The Contractor shall meet with the USPTO a minimum of four (4) times during the transition period.

Thereafter, the Contractor shall attend a weekly status meeting to discuss performance against stated criteria and to discuss emerging performance issues.

Program reviews will be scheduled quarterly.

F.5 REPORTS

Delivery of reports, unless otherwise specified, shall be by e-mail to the COTR, the Contracting Officer, and individuals within the USPTO Contact Center Branch as specified by the COTR. Reports shall be formatted in MS Word, PowerPoint, Excel, or MS Project format, as appropriate, and available in hard copy, if requested.

Unless otherwise specified, all documents/reports submitted by the Contractor shall include the following information on the cover page of each document/report:

- (1) name and business address of the Contractor,
- (2) contract number
- (3) name, position, and location of the Contracting Officer's Technical Representative, and
- (4) date of report and time period covered.

The Contractor shall provide the following reports in accordance with the schedule below. Other reports may be requested at the discretion of the COTR. Reports will be reviewed by the Government for completeness and accuracy. The Government will accept or reject the reports within ten (10) working days from date of receipt.

Specific report formats (Microsoft Word documents with Excel chart/table attachments), data elements (including but not limited to key performance indicator metrics), content, and frequency of reports shall be coordinated with and approved by the Government prior to the delivery of the reports.

Report Schedule	
Report	Due Date/ Update Frequency
Performance Reports (statistics per performance standards)	Daily, by next business day Weekly, by 2 nd business day of following week Monthly, by 5 th business day of the following month Quarterly, by 5 th business day of the following quarter Annually, by 5 th business day of the following year
Status Report (summary data and narrative, adherence to performance standards)	Attached to Performance Reports above
Various Status, Operational and Management Reports	As required

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 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

OR submitted via e-mail to:
OfficeofFinance@uspto.gov

(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 (one per invoice);

- (3) Description, price, and quantity of each CLIN;
- (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.5 INVOICING/PAYMENT FREQUENCY

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

G.6 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer – Contractor Central Registration (Oct 2003), 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.

G.7 GOVERNMENT-FURNISHED PROPERTY

A list of Government-furnished property may be found in Section J.

G.8 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 USPTO.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PTO-04C SECURITY CLAUSE (APR 2006)

ACCESS TO GOVERNMENT FACILITIES

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

DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

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

GOVERNMENT FURNISHED DATA (IF APPLICABLE)

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

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

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

RIGHTS IN DATA (IF APPLICABLE)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code,

algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

SECURITY 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 copy or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained there from except performing the requirements of this contract.

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 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.2 PTO-06C LIMITATION ON CONTRACTOR ADVERTISEMENTS (APR 2006)

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service 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.3 PTO-07C SECTION 8(a) AWARD (AUG 2006)

(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.4 PTO-08C PHYSICAL ACCESS (SEP 2006)

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.5 PTO-11 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (SEP 2007)

CAR 1352.239-73 Security Requirements for Information Technology Resources - October 2006

(a) Applicability. This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce/USPTO sensitive non-national security or national security information contained in systems, or administrative control of systems that process or store information, that directly support the mission of the Agency.

(b) Definitions.

For purposes of this clause the term “Sensitive” is defined by the guidance set forth in: The Computer Security Act of 1987 (P.L. 100-235)

(<http://www.osec.doc.gov/cio/oipr/ITSec/csa-1987.html>), including the following definition of the term

(1) 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 552a 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.”

(2) For purposes of this clause, the term “National Security” is defined by the guidance set forth in:

- The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3 (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- The DOC Security Manual, Chapter 18 (<http://home.commerce.gov/osy/SecurityManual/SecurityManualContents2.pdf>).
- 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.

(3) 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.

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

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC/USPTO data, or to connect to DOC/USPTO networks, must comply with the requirements contained in the DOC Information Technology Management Handbook

(http://www.osec.doc.gov/cio/cio_it_policy_page.htm), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [insert agency or bureau specific guidance, if applicable].

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC/USPTO or interconnected to a DOC/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.

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its current employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The Contractor shall provide this written certification to the COR within 30 days of a new employee beginning work under the contract. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(h) The Contractor shall afford DOC/USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC/USPTO data or to the function of computer systems operated on behalf of DOC/USPTO, and to preserve evidence of computer crime.

(i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC/USPTO network or that DOC/USPTO data be stored or processed on them, the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with chapter 6 of the DOC IT Security Program Policy. Specifically, the Contractor shall:

(1) Within 14 days after contract 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 Standards and Guidelines. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Offeror's proposal or sealed bid that resulted in the award of this contract, and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer in consultation with the USPTO 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.

(2) Upon approval, the Contractor shall follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed USPTO official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC IT Security Program Policy, section 6.3.1.2.

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

H.6 PTO-12 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE/USPTO SITE (LOW RISK CONTRACTS) (SEP 2007)

CAR 1352.237-72 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site (Low Risk Contracts)

A. Investigative Requirements for Low Risk Contracts

Each person employed under this Low Risk contract shall undergo security processing by the USPTO Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce/USPTO owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor.

1. Non-IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – Special Agency Check (SAC)

2. IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – National Agency Check and Inquiries (NACI)

3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE – formerly Immigration and Naturalization Service) agency check.

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

Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States;
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows.

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF 85, Questionnaire for Non-Sensitive Positions, Form FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.
3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.
4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).
5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, Form OF-86C, by checking Block #7, Item I. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.
6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved contract start date as well as favorable or unfavorable finding of the suitability determinations.

D. Security Processing Requirements for Low Risk IT Service Contracts

Processing requirements for Low Risk IT Service Contracts are as follows.

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Form SF 85, Form FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Customs and Immigration Service (CIS). The COR must request the CIS check as a part of the NAC.

E. Notification of Disqualifying Information

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

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the Department/USPTO.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental/USPTO information systems, personnel, property, or other assets.

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

F. Access to National Security Information

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

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

H.7 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.8 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.

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/>>).

Liberal Leave/Delayed Arrival/Early Dismissal do not constitute closing of Federal offices. The Contractor is expected to provide full coverage in accordance with established hours of operation unless otherwise notified by the COTR.

H.9 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.10 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel:
 - Project Manager
 - Supervisor
 - Technical Writer
- (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 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 and meet the experience requirements stated in Section C. 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.11 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.12 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.13 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.14 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.

SECTION I - CONTRACT CLAUSES

I.1 52.252-02 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 2007
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Apr 2008
52.204-09	Personal Identity Verification of Contractor Personnel	Sep 2007
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
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-14	Limitations on Subcontracting	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Sep 2006
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	Sep 2006
52.222-41	Service Contract Act of 1965	Nov 2007
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option contracts)	Nov 2006
52.222-50	Combating Trafficking in Persons	Aug 2007
52.223-06	Drug-Free Workplace	May 2001
52.227-01	Authorization and Consent	Dec 2007
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007

NUMBER	TITLE	DATE
52.227-14	Rights in Data – General	Dec 2007
52.228-05	Insurance—Work on a Government Installation	Jan 1997
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-11	Extras	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 – Dec 1991)	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
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes—Fixed Price (Alternate I – Apr 1984)	Aug 1987
52.244-06	Subcontracts for Commercial Items	Mar 2007
52.245-01	Government Property	Jun 2007
52.249-02	Termination for the Convenience of the Government (Fixed Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.251-01	Government Supply Sources	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

I.2 CLAUSES INCORPORATED IN FULL TEXT

52.217-08 Option to Extend Services. (Nov 1999)

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

52.217-09 Option to Extend the Term of the Contract. (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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 to construction or service contracts.

(2) The _____ [*insert name of SBA's contractor*] 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.

Employee Class	Monetary Wage -- Fringe Benefits
Customer Service Representative (0303)	GS-7/8
Lead Customer Service Representative (0303)	GS-9/10
Information Specialist (0301)	GS-9/11/12
Program Analyst (0343)	GS-12

52.252-06 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	Inventory of Government Furnished Equipment (to be furnished upon award)
Attachment 2	Wage Determination No. 2005-2103, Revision No. 6 dated 29 May 2008
Attachment 3	Past Performance Questionnaire

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 561422.

(2) The small business size standard is \$6.5M.

(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/>

52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions to Offerors – Competitive Acquisition	Jan 2004

L.2 PROVISIONS INCORPORATED IN FULL TEXT

52.216-01 Type of Contract (Apr 1984)

The Government contemplates award of a firm-fixed price, performance based services type contract.

52.233-02 Service of Protest (Sep 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Chief, Systems and Services Acquisition Division
Madison East Building, 7th Floor, Room 7C07
Alexandria, VA 22314-1450

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-05 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.3 PROPOSAL SUBMISSION

a. Offerors are required to submit a proposal that includes the following: (1) an offer, (2) management approach, (3) experience statement, (4) past performance information, and (5) documentation supporting prices.

b. If you have any questions regarding these instructions, please contact Teresa Kelley at this email address: teresa.kelley@uspto.gov or 571-272-3262.

c. The proposal shall be on 8 1/2" by 11" white paper, and on a CD or DVD formatted for Microsoft® Office 2000 (or newer) and formatted for 8 1/2" by 11" page with single-spaced print. Whether on paper, CD or DVD, do not use more than 12 characters per square inch or fonts smaller than 12 point. Tables and exhibits may not be less than 10 characters per square inch or fonts smaller than 10 point. Foldouts may not be larger than 11" X 17". Any page limits are listed with the description of the elements of your proposal set out below.

d. Submit one (1) original and three (3) copies of the paper proposal package and one copy of the CD or DVD. The electronic version of an Offeror's proposal must be identical to the paper submission. Any deviations may result in an Offeror's entire proposal being eliminated for non-compliance. Documentation supporting prices should be formatted in Excel.

e. Do not submit any proposal information by facsimile or E-mail.

f. All documents shall be delivered as a single package marked with the Solicitation No. **DOC52PAPT0801003** on the outside of the package.

g. All proposal documents shall be received **no later than 2:00 p.m., Eastern Standard Time (EST), 1 AUGUST 2008.**

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

U.S. Postal Service

U.S. Patent and Trademark Office
ATTN: Teresa Kelley/DOC52PAPT0801003
Office of Procurement
Mail Stop 6, Madison East Building,
7th Floor, Rm. 7B05
PO Box 1450
Alexandria, VA 22313-1450

Hand carried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
ATTN: Teresa Kelley/DOC52PAPT0801003
Office of Procurement
Madison East Building, 7th Floor, Room 7B05
Alexandria, VA 22314-1450

Please call Teresa Kelley on 571-272-3262 upon arrival at the USPTO Campus.

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

All visitor access to USPTO facilities is controlled by security. When hand-carrying proposals, Offerors must allow time to be processed through security.

L.4 PROPOSAL PREPARATION INSTRUCTIONS

Proposals shall consist of two volumes. Volume I shall consist of the Offer, Management Approach, Experience Statement, Past Performance Information, and Past Performance Questionnaires. Volume II shall consist of Documentation Supporting Prices.

L.4.1 Offer

Your offer must consist of the following:

1. A completed SF33, entitled "Solicitation, Offer and Award."
2. A completed Section B of the RFP, entitled "Supplies or Services and Prices/Cost."
3. A completed Section K (Representations and Certifications) and a printed copy of current representations and certifications from an Online Representations and Certifications Application (ORCA).
4. The résumés of the three (3) Key Personnel listed in Section H.10.

L.4.2 Management Approach

The Management Approach shall consist of no more than twenty (20) pages and must contain the following:

1. **Staffing Plan.** The Staffing Plan shall include an innovative approach and description of the plans, policies and procedures to be followed in performance of Section C including a plan for staffing recruitment and retention. The Offeror shall include an organizational chart depicting the layout of the proposed staffing structure, the identification of key personnel listed in paragraph H.10, and identify employees belonging to proposed subcontractors. If a teaming arrangement is involved, the Offeror shall describe the plan to manage the teaming arrangement and specify the exact percentage of work to be performed by each proposed subcontractor.
2. **Quality Control Plan.** The Quality Control Plan shall include a detailed description of the Offeror's surveillance and inspection systems and how those surveillance and inspection systems will ensure contract outcomes and performance metrics are met. The plan should also include provisions for any necessary remedial action plans.
3. **Transition Plan.** The Transition Plan shall provide a detailed description of the Offeror's approach to transitioning from the current contract to the follow-on effort within 30 days from contract award without disruption to the services required by the USPTO. The Transition Plan shall include, but is not limited to, a description of the

transition approach as well as the identification of associated risks and the mitigation of those risks.

L.4.3 Experience/Capability Statement

The Experience/Capability Statement shall consist of no more than ten (10) pages and must demonstrate that the Offeror can successfully accomplish the requirements contained in this RFP. Offerors must clearly demonstrate qualification and capabilities consistent with the requirements contained herein. The statement should describe the breadth and depth of experience, range of techniques, methodologies, and tools that the Offeror would use to accomplish the work. The Offeror shall describe its resources to accomplish the work. The Offeror should describe the credentials, skill sets, etc. of its resources. Offerors should describe experience with call center activities.

L.4.4 Past Performance Information and Past Performance Questionnaires

a. List no more than six (6) Government or commercial contracts of similar size, scope, and complexity that are currently in process or were completed within the last three (3) years. Provide valid and current points of contact for the contract (Contracting Officer and COTR, or commercial equivalents). For each point of contact include a telephone number, e-mail address, and fax number. If an Offeror cannot provide the requisite number of references, a certification so stating is required.

b. Each cognizant contract reference must:

- (1) Fully complete and sign the Past Performance Questionnaire found at Attachment 3,
- (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.

c. 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.

L.4.5 Documentation Supporting Prices

Documentation submitted to support prices shall not exceed fifteen (15) pages and shall include the basis for the price for each Contract Line Item for all option years showing all components that make up the price for each Contract Line Item, i.e., breakdown of direct labor costs by labor

category, including number of labor hours and current actual hourly rates, cost breakdown of supplies, equipment costs and other direct and indirect costs.

Wage Determination No. 2005-2103, Revision No. 6, dated 29 May 2008, may be applicable to some of the labor categories that may be proposed under this requirement. 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 teaming with one or more entities, Offerors must indicate the total number of employees for each entity in the teaming arrangement.

L.5 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to 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 2:00 p.m. E.S.T. 11 July 2008.** Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.6 INCUMBENT CONTRACTOR

The incumbent contractor is: Preferred Systems Solutions, 8180 Greensboro Dr., McLean, VA 22102.

L.7 AGENCY-LEVEL PROTEST PROCEDURES (PTO-10 MAY 2007)

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER

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:

Protest Decision Authority
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
General Law Office
U.S. Patent & Trademark Office
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.

c. 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 15.506, 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.8 PROHIBITION ON MULTIPLE PROPOSALS

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

L.9 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.10 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.11 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.12 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) code for this acquisition is 561422.

L.13 ORAL PRESENTATIONS

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

L.14 SOLICITATION AMENDMENTS

Offerors shall be responsible for accessing the web page, Current Patent and Trademark Office Acquisition Projects, at <<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.

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
52.217-05	Evaluation of Options	July 1990

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

The USPTO intends to award a contract resulting from this solicitation 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 after evaluation in accordance with the factors in the solicitation. 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. In making this determination, the USPTO is more concerned with obtaining superior quality, service, experience, and past performance than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior quality, service, experience, and past performance. Additionally, the USPTO reserves the right to award a contract at a higher overall price for significantly superior quality, service, experience, and past performance. As proposals become more equal in non-price factors the evaluated price increases in relative importance.

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. 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), the USPTO reserves the right to conduct discussions with only the highest rated Offeror in the competitive range as opposed to the procedures set forth in FAR 15.306(d). If the USPTO Contracting Officer is unable to reach agreement with this Offeror, discussions will be initiated with the next highest-rated Offeror. This process will continue until those firms remaining in the competitive range have been considered. If agreement cannot be reached, discussions may be reopened with all firms in the competitive range or the solicitation may be canceled. The PTAG is available for reference at: <http://www.uspto.gov/web/offices/ac/comp/proc/ptagfdrg.pdf>.

M.5 EVALUATION PROCEDURES

The USPTO will evaluate offers based upon the evaluation criteria provided below:

A. Management Approach

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of the overall proposed staffing plan, quality control plan, and transition plan as well as the ability to recruit, staff, and retain employees for this project. The USPTO will assess the Offeror's understanding of the USPTO requirement, viability of the planned approach including proposed resources as well as the Offeror's capacity to perform the work. The USPTO will also evaluate the quality and relevant experience of the proposed key personnel against the experience requirements listed in Section C and the likelihood of successful performance of this contract.

B. Experience/Capability Statement

The USPTO will evaluate the Offeror's experience/capability to perform the activities specified in Section C by evaluating the breadth and depth of experience in call center activities described.

C. Past Performance

The USPTO will review the past performance questionnaires submitted to document past performance. Attention will be placed on reviewing the size, scope, and complexity of past performance references. The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements and to utilize only those references.

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, 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.

Any information found to be unreliable may result in a negative rating to the Offeror. False information provided concerning references will result in the USPTO not considering an Offeror for award.

D. Price

The USPTO will evaluate the Offeror's price by adding the firm fixed price of CLINs 0001, 1001, 2001, 3001, and 4001. All CLIN subtotals will then be added together to arrive at a total proposed evaluated price. Prices will be evaluated to ensure that they are fair and reasonable.

M.6 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Non-price evaluation factors are significantly more important than price. Within the non-price evaluation factors, each factor is equally important.