

AWARD/CONTRACT

1. THIS CONTRACT IS A **FIXED ORDER**
UNDER DPAS (A-350)

Page 1 of 50

2. CONTRACT (Proc. inst. ident.) NO. DOC50PAPT0501003	3. EFFECTIVE DATE 12/16/2004	4. REQUISITION/PURCHASE REQUEST PROJECT NO. 037P0400113
5. ISSUED BY Office of Procurement - U.S. Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202	6. ADMINISTERED BY (If other than Item 5) Office of Procurement - U.S. Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SecTek, Inc. 1943 Isaac Newton Square Suite 150 Reston, VA 20190-5012	8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below) 9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % days %
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CODE A	FACILITY CODE	10. SUBMIT INVOICES (4 Copies unless other - - wise specified) To THE ADDRESS SHOWN IN:	ITEM 12
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11. SHIP TO/MARK FOR No Contacts Identified U. S. Patent and Trademark Office Office of Administrative Svcs 2011 Crystal Drive - Suite 617 Attn: Kevin Lewis Arlington, VA 22202	12. PAYMENT WILL BE MADE BY
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA 2004 - - A - 037100 - - 252B - - OAS001 - 037100 - - - - NONCOMP - - - -
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT 0.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Walter B. Morehart	20A. NAME OF CONTRACTING OFFICER Becky Morehart
19B. NAME OF CONTRACTOR By _____ (Signature of person authorized to sign)	19C. DATE SIGNED 12/16/04
20B. UNITED STATES OF AMERICA By <u>Becky Morehart</u> (Signature of Contracting Officer)	20C. DATE SIGNED 12/16/04

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS AND PRICES

BASE PERIOD - DATE OF CONTRACT AWARD THROUGH DECEMBER 31, 2005

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>BURDENED HOURLY RATE</u>	<u>MINIMUM HOURS</u>	<u>MAXIMUM HOURS</u>
0001	THE CONTRACTOR SHALL PROVIDE ARMED SECURITY GUARD SERVICES IN ACCORDANCE WITH THE CONTRACT AND GUARD POST MATRIX (ATTACHMENT A)			
0001AA	Program Manager	\$43.85	2,008	2,080
0001AB	Shift Supervisor	\$27.40	6,000	20,800
0001AC	Guard II	\$26.82	75,000	250,000
0001AD	TRANSITION/TRAINING PERIOD (Not Separately Priced)			NSP

OPTION 1 - JANUARY 1, 2006 THROUGH DECEMBER 31, 2006

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>BURDENED HOURLY RATE</u>	<u>MINIMUM HOURS</u>	<u>MAXIMUM HOURS</u>
0002	THE CONTRACTOR SHALL PROVIDE ARMED SECURITY GUARD SERVICES IN ACCORDANCE WITH THE CONTRACT AND GUARD POST MATRIX (ATTACHMENT A)			
0002AA	Program Manager	\$45.52	2,008	2,080
0002AB	Shift Supervisor	\$27.40	6,000	20,800
0002AC	Guard II	\$26.82	75,000	250,000

OPTION 2 - JANUARY 1, 2007 THROUGH DECEMBER 31, 2007

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>BURDENED HOURLY RATE</u>	<u>MINIMUM HOURS</u>	<u>MAXIMUM HOURS</u>
0003	THE CONTRACTOR SHALL PROVIDE ARMED SECURITY GUARD SERVICES IN ACCORDANCE WITH THE CONTRACT AND GUARD POST MATRIX (ATTACHMENT A)			
0003AA	Program Manager	\$47.20	2,008	2,080
0003AB	Shift Supervisor	\$27.40	6,000	20,800
0003AC	Guard II	\$26.82	75,000	250,000

OPTION 3 – JANUARY 1, 2008 THROUGH DECEMBER 31, 2008

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>BURDENED HOURLY RATE</u>	<u>MINIMUM HOURS</u>	<u>MAXIMUM HOURS</u>
0004	THE CONTRACTOR SHALL PROVIDE ARMED SECURITY GUARD SERVICES IN ACCORDANCE WITH THE CONTRACT AND GUARD POST MATRIX (ATTACHMENT A)			
0004AA	Program Manager	\$49.29	2,008	2,080
0004AB	Shift Supervisor	\$27.40	6,000	20,800
0004AC	Guard II	\$26.82	75,000	250,000

OPTION 4 – JANUARY 1, 2009 THROUGH DECEMBER 31, 2009

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>BURDENED HOURLY RATE</u>	<u>MINIMUM HOURS</u>	<u>MAXIMUM HOURS</u>
0005	THE CONTRACTOR SHALL PROVIDE ARMED SECURITY GUARD SERVICES IN ACCORDANCE WITH THE CONTRACT AND GUARD POST MATRIX (ATTACHMENT A)			
0005AA	Program Manager	\$50.85	2,008	2,080
0005AB	Shift Supervisor	\$27.40	6,000	20,800
0005AC	Guard II	\$26.82	75,000	250,000

B.2 PRICING NOTES

- (a) **Minimum/Maximum Quantities.** The minimum and maximum quantities listed are based upon current guard posts as listed in the Guard Post Matrix (Attachment A), and are estimates of the quantities that may be ordered by the Government, however, only the minimum quantities are guaranteed. As current guard post requirements listed in the Guard Post Matrix (Attachment A) are subject to change, the Government reserves the right to redistribute quantities within the prescribed CLINs after contract award.
- (b) **Reserved.**
- (c) **Burdened Hourly Rates.** The unit prices listed in Section B shall include all costs, including labor, shift differentials, weekend/holiday work, report documentation preparation, uniforms, fringe benefits, relief periods, overhead, general and administrative (G&A) expenses, materials, supplies, profit, and all other Contractor direct and indirect costs associated with the provision of personnel, and must comply with the requirements of the Service Contract Act and the Collective Bargaining Agreement (Attachment I) where applicable.

- (d) Reserved.
- (e) Transition/Training Period (CLIN 0001AD). The Transition Period (CLIN 0001AD) is a "not separately priced (NSP)" CLIN, therefore, all costs shall be built in the proposed rates. The Transition Period is a phase-in period where the new contractor will receive Government provided orientation training (See Section C.10.4 – Government Provided Training/Orientation) as well as on-the job post training alongside the incumbent contractor.
- (f) Government-Proposed 9-day Transition/Training Period. After contract award and prior to the actual contract performance date, Key Personnel and all Shift Supervisors shall attend a 3-day (8 hours/day) Government provided on-site orientation and training per Section C.10 – Certification and Training. The remainder of the transition/training period shall be used by the Program Manager and all Supervisors, with assistance from the Government if necessary, for on-site Class II Guard orientation training and on-the job training. Access to USPTO facilities for orientation/training will be made available to the Contractor Monday through Friday only, from 8 A.M. until 5 P.M. Time spent by the Contractor staff during this transition/training period shall not be compensated under the rates set forth in the Schedule.
- (g) Reserved.

SECTION C – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 INTRODUCTION

The United States Patent and Trademark Office (USPTO) Office of Security is responsible for security services at the USPTO Headquarters in Alexandria, Virginia, and leased facilities/spaces in the Crystal City complex of Arlington, Virginia.

C.2 USE OF ACRONYMS and TERMS

This Statement of Work (SOW) contains numerous acronyms and terms. Whenever a new term is introduced in the SOW that will be referred to by an acronym, the acronym will appear next to the term in parentheses (). For easy reference, the acronyms that will appear most frequently in the SOW are listed below:

BCC	Back-up Command Center
CCTV	Closed Circuit Television
CGIM	Contract Guard Information Manual
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
DOL	Department of Labor
FAR	Federal Acquisition Regulation
FPS	Federal Protective Service
GPAP	Guard Post Assignment Record (GSA Form 2580)
GSA	General Services Administration
ODB	Officer's Duty Book (provided after contract award)
OEP	Occupant Emergency Plan (provided after contract award)
PM	Program Manager
SCC	Security Command Center
SS	Shift Supervisor
SOP	Standard Operating Procedures
SOW	Statement of Work
TAS	Temporary Additional Services
USPTO	United States Patent and Trademark Office

C.3 REGULATIONS

The primary regulations and related procedures to be followed by the Contractor are located within the items listed below. Supplementary regulations/special instructions or orders may be provided to the Contractor by the COTR and shall also be in effect after contract award.

1. Officer's Duty Book (ODB): After contract award, an ODB containing complete duty instructions for day-to-day and emergency procedures shall be provided to the Contractor by the COTR and shall be maintained by the Program Manager at a central location designated by the COTR. A separate loose-leaf binder shall be furnished by the COTR and maintained by the Program Manager at each additional fixed post and shall contain only those items of duty

instructions pertinent to that specific post. The ODB shall not be removed from Government property, or reproduced or copied in any manner unless authorized, in writing, by the COTR.

2. Rules and Regulations Governing Public Buildings and Grounds (41 CFR 101-20.3) and Title 18, USC, section 930, Possession of firearms and dangerous weapons in Federal facilities: These rules and regulations are posted in all federally owned or leased buildings/space under the charge and control of the GSA and are applicable to all persons entering in or on such property.

3. Contract Guard Information Manual (CGIM): Covers, but is not limited to, the roles and responsibilities, typical duties, image, basic appearance standards, conduct law, legal authorities and procedures, routine functions and special functions of contract guards providing security services to GSA-controlled space.

4. Office of Federal Protective Service Policy Handbook (PBS P-5930.17c): Basic operating policies for delivery of law enforcement and security services to GSA-controlled space.

C.4 BACKGROUND

A. The USPTO is in the process of moving its headquarters from Arlington, VA to the new USPTO headquarters in Alexandria, VA, located on Dulany Street, Alexandria, VA 22312 (see Map of USPTO Alexandria Campus, Attachment E.) At the time of solicitation release, two (2) buildings (Remsen and Jefferson) are completed and fully occupied by USPTO. The remaining six buildings and two parking garages are currently under construction, with USPTO employee and contractor offices to be moved from Arlington to Alexandria as each building is completed and ready for occupancy (specific building completion dates are to be determined).

B. Armed guard services under the contract will be required at both the Arlington and Alexandria locations throughout the move and are subject to change as USPTO moves out of Arlington to Alexandria. Completion of the move is currently anticipated for the summer of 2005. Once the move to Alexandria is completed, USPTO employees and contractors will remain in one (1) building at the Arlington campus located at the "South Tower" building, 2900 Crystal Drive, Arlington, VA. Armed guard services under the contract will be required for the South Tower in Arlington, VA, as well as for the new campus in Alexandria, VA (See Guard Post Matrix, Attachment A). USPTO reserves the right to add or delete buildings/posts as necessary.

C.5 SCOPE

The objective of this contract is to acquire an armed contract guard force for the USPTO, 24 hours each day, 7 days a week, 365 days a year, including holidays. Except as otherwise specified, the Contractor shall plan, schedule, coordinate, and assure the effective completion of the following (including, but not limited to): facilities access control; physical security; control, storage and issuance of keys; monitoring security; flying the United States flag; preparation and maintenance of required log forms and reports; greeting and screening visitors; and miscellaneous duties relative to hazardous conditions and emergency situations. Guards provided shall meet and maintain all contract, federal, state, and local requirements. Anticipated guard posts and schedules (which are subject to change) are identified in the Guard Post Matrix (Attachment A).

C.6 DESCRIPTION OF SERVICES

The Contractor shall provide all supervision, management, personnel resources, material, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and ensure the effective performance of the guard services in general and the performance of the individual guards. Services shall be performed in a manner that will safeguard all employees, contractors and visitors, and provide a daily deterrent against unauthorized or illegal activities directed toward USPTO information, programs and government property.

C.6.1 Authority and Jurisdiction

A. Except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements, with the appropriate officials in the city, county, or the state in which the buildings are located to:

1. Ensure that each guard shall have sufficient authority to detain for violations of law/regulations occurring at the locations specified in the contract.
2. Provide any official bond required and pay any fees or costs involved or related to certified armed permits and/or authorization in providing services specified under the contract.

B. The Contractor shall assume full liability for any act of his employee(s) in the exercise of any such police authority.

C. The Contractor shall provide copies of the permits to the COTR upon request.

C.6.2 Other Required Licenses

A. The Contractor shall possess a State of Virginia certified armed permit. The Contractor shall immediately notify the COTR, in writing, if any required license(s) or permit(s) are suspended, revoked or not renewed on time, or if there are delays in obtaining license(s) or renewals. The Contractor shall present for review copies of the licenses to the COTR prior to the start up of the contract.

B. The Contractor shall provide, when requested by the COTR, copies of all required official bonds, and pay any fees or costs required by Virginia related to the arming of any employees engaged in armed security guard services specified under this contract. The Contractor shall assume liability for the acts of its employee(s) in the exercise of any police authority.

C.6.3 Contractor Effort Required

A. Supervision: The supervision for the contract shall be positive, customer oriented, focused on providing value based guard service. Supervisors on the contract shall have a demonstrated record of positive performance.

B. Class II Guards: Class II Guards have specialized training requirements, therefore, only Class II Guards shall be utilized on the contract. **Any employment of Class I Guards during performance of the contract shall be grounds for termination or default.**

C. Productive Hours Required: The Guard Post Matrix (Attachment A) shows the number of productive hours currently determined to be essential to perform the work required by the contract. The term "productive hours" shall include only the actual working time of employees performing services as specified on the individual Guard Post Assignment Record, GSA Form 2580 or similar form. The specific duties and hours of each post by shifts will be described in the Guard Post Assignment Record, GSA Form 2580 or similar form, which shall be provided to the Contractor after contract award. The duties and time of day of posts are subject to change.

D. Accounting for Contract Time: A standard time accounting system shall be used to account for time on the contract. Initially, the GSA Form 139, Sign In/Sign Out, or similar form, may be used. However, USPTO reserves the right to change to a different form of time accounting after contract award.

E. Guard Post Assignment Record, GSA Form 2580 (or similar form): The Contractor shall perform the duties outlined on GSA Form 2580 or similar form, which will be prepared by the COTR for each guard post. These forms define the basic guard duty. Except for emergencies, as defined in paragraph C.6.3(D), "Accounting for Contract Time", no deviations shall be made. All GSA Form 2580's or similar form prepared by the COTR may modify, amend, and/or revise Guard Post Assignment Records to change shift start and stop times and post locations, provided the change has no impact on the Contractor's cost. Such changes shall not require a modification (amendment) to the basic contract.

F. Under no circumstances are orders to be accepted from persons other than the CO, COTR, or COTR designated representatives (See Section G, "Contract Administration Data"). Verbal orders may be issued in the event of an emergency with written confirmation within five (5) calendar days from the date of the verbal order.

G. Emergencies: The Contractor shall be capable of providing additional security guards for emergency situations within two (2) hours of a request by the COTR. In case of an emergency condition requiring immediate attention, the Shift Supervisor shall take action at the direction of the COTR to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The COTR and Program Manager shall coordinate the Occupant Emergency Plan immediately after contract award. No additional cost shall be charged to the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not done which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book, which will be provided after contract award.

H. Temporary Additional Services (TAS):

1. Changing conditions, to include emergency situations, may impact security requirements, therefore, temporary additional guard services may be required for Class II Guards and Supervisors. When situations require, additional hours of security services may also be necessary; however, it is not always possible to quantify the requirement or forecast estimated hours. Other than emergencies, when TAS is required, USPTO will provide the Contractor advance notice if possible.
2. In emergency circumstances, TAS guards must be available within two (2) hours of a request. Should a situation require immediate attention, the Shift Supervisor shall take action at the direction of the COTR to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan.

I. The Contractor shall bill the additional services as a separate line item on its monthly invoice. Invoices shall clearly detail the additional services performed. At any time during the contractual period, the Government may add or delete additional productive and/or supervisory services hours to the hours already allotted in the contract. These additional service hours and/or posts will be added to the contract by the execution of a task order by the Contracting Officer.

C.7 MANAGEMENT AND SUPERVISION

A. The Contractor shall manage the total work effort associated with the guard services required herein to assure fully adequate and timely completion of the required services. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The COTR may require retraining, suspension, or dismissal of any contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with the contract.

B. The Contractor shall provide adequate on-site supervision of employees at all times. The supervision for the contract shall be positive, customer-oriented, focused on providing value based guard service. Supervisors on the contract shall have a demonstrated record of positive performance.

C. The Supervisor of the on-coming shift shall, prior to shift change, determine the readiness of guards preparing to be posted. The Shift Supervisor shall ensure that each guard is properly uniformed and equipped, presents a neat appearance, and verify that each guard is mentally and physically prepared to accept a post. The Shift Supervisor shall also ensure all guards are made aware of any changes in post assignments, and pass on special instructions, announcements, or any other pertinent information that may affect security operations.

D. The Contractor's supervisory personnel in charge of work under the contract shall be available at all times to receive and implement orders or special instructions from the COTR concerning matters which affect the operation and security of assigned areas.

E. Supervisors, during their tour of duty, shall not hold the position of an on-duty guard except in emergencies. During emergencies, the supervisor may staff the post not to exceed two (2) hours in any consecutive 8-hour period, unless waived by the COTR.

C.7.1 Limitation on Hours

No employee of the Contractor shall work more than twelve (12) hours of service on one or more contracts or any other job in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be verbally waived by the COTR in emergency situations which are beyond the control of the Contractor, i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, terrorist acts, etc. The Contractor shall obtain a written confirmation of waiver from the COTR for each occurrence.

C.7.2 Break and Relief Periods

A. The Contractor shall provide guards to fully staff all posts for all locations as described in the Guard Post Matrix (Attachment A) or that may be established or during the effective period of the contract. The Contractor shall provide a relief guard for each guard who is on an authorized break. Supervisors and roving guards shall not be used as relief guards except in emergencies.

B. Relief guard services are not included in the agency's determination of the total productive hours of the contract. The costs of the relief guard shall be included in the offering price, as the USPTO will not otherwise pay these costs. A separate GSA Form 139, Sign In/Sign Out, or similar form, shall be used for the relief guard to sign in and off on each post for all relief breaks.

C.7.3 Work Control

The Contractor shall implement all necessary scheduling and personnel/equipment control procedures to ensure timely accomplishment of all guard service requirements in the contract.

C.7.4 Schedules

The Guard Post Matrix shall indicate the specific hours of the day that each post will be active, including the number of personnel per post. The duties and posting times are subject to change.

C.7.5 Records and Reports

The Contractor shall maintain records and prepare reports as set forth in the contract. A copy of all reports shall be maintained on site and available at all times for inspection by the Government. From time to time the Contractor's employees may be required to make written and oral statements to the Federal Protective Service (FPS), the Federal Bureau of Investigation (FBI), or other agencies due to the nature of a particular incident. Preliminary reports of any incidents will be provided within one (1) day of the occurrence of the incident. Final written reports shall be provided to the COTR within three (3) calendar days. The exception is in the case of a lost or stolen firearm or ammunition – see Section C.12.2.G, "Lost/Stolen Firearms".

C.8 STANDARDS OF CONDUCT

A. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity and for taking disciplinary action against their employees when necessary. Each contract employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government. Failure to conform to contract specifications shall lead to deductions noted within Section C.13, "Adjusting Payment for Deductions", and in accordance with Section C.14, "Performance Matrix".

B. Should a guard employee need to be removed from the work site for failure to comply with the standards of conduct, or is suspected of apparent mental or behavioral disorders, spousal abuse, criminal activity, drug abuse, or any behavior or activity, which may, by virtue of his or her authority to carry a firearm, present an unacceptable risk or hazard to innocent parties, an officially-issued firearm shall be immediately retrieved from the individual by the PM or SS.

C. The Contractor shall arrange for continuous supervisory observation and evaluation of all guard force personnel and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

D. The retrieval of firearms for contract guards will be monitored by the COTR in conjunction with the PM and/or SS. The COTR shall make a Memorandum for Record and notify the CO when such action is required.

C.8.1 Appearance

A. The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image. However, most people form an opinion by the appearance of the uniformed employees. All security contract employees are required to comply with the standards of appearance as outlined in the CGIM and the contract.

B. Guards in uniform may not wear jewelry such as earrings, necklaces, or religious insignia around the neck, nor may wear jewelry or other such items on other parts of the body (i.e., nose, tongue, lips, etc.) that may pose a risk of possible injury to the guard during the performance of their duties.

C.8.2 Neglect of duties

Neglect of official duties will not be tolerated. This includes, but is not limited to, sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, use of post telephones or computers for personal use, and refusing to render assistance or cooperate in upholding the integrity of the work site security. At no additional cost to the Government and to maintain continuity of services, the Contractor shall initiate immediate action to replace any employee who engages in such acts.

C.8.3 Disorderly conduct

The use of abusive or offensive language, flirting or sexually suggestive language or actions, any form of discrimination or sexual harassment, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations. At no additional cost to the Government and to maintain continuity of services, the Contractor shall initiate immediate action to replace any employee who engages in such acts.

C.8.4 Violence in the Workplace

A. All reports of violence, threats, harassment, intimidation, and other disruptive behavior in the workplace will be taken seriously and shall be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct threat of physical harm (See Attachment F, Preventing Workplace Violence memorandum). Individuals who commit such acts may be removed from the premises and may be subject to criminal penalties.

B. Contract personnel who engage in activities noted in paragraph A are to be removed immediately from services on the contract and shall be replaced at no cost to the Government. Failure of the Contractor to adhere to this policy may result in termination of the contract.

C.8.5 Drug and Alcohol Abuse

A. The Contractor shall conduct random drug testing of contract personnel at no additional cost to the Government while maintaining continuity of services. Random drug testing shall be conducted for at least three (3) people per month, and that drug testing results shall be provide to the COTR upon request. The Contractor shall not allow any contract employee, while on duty, to possess, sell, consume, or be under the influence of alcohol or other intoxicants, illegal drugs or narcotics or other such substances. The abuse of prescription drugs may constitute a criminal offense and shall not be tolerated. The Contractor shall initiate immediate action to replace, at no cost to the Government, any employee found in violation.

B. Beginning at least twelve (12) hours prior to duty, contractor personnel shall not consume any form of alcohol or use any drugs or medications that could impair their ability to handle a firearm.

C.8.6 Criminal actions

A. All Contractor employees shall abide by all Federal, State, and local laws and regulations, and may be subject to criminal actions as allowed by law. Examples of actions for which contract employees may be held accountable under criminal laws include, but are not limited to:

1. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.
2. Unauthorized use of government property.
3. Theft, vandalism, or immoral conduct.
4. Unethical or improper use of official authority or credentials.
5. Security violations.

B. Post employment convictions for criminal acts, depending upon the nature of the act or violation, may result in the removal of the contract employee from performing services under this contract. It is incumbent upon the Contractor to remain vigilant and notify the Government immediately concerning any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). Failure to make such a notification to the Government may constitute a breach of contract.

C.9 PERSONNEL REQUIREMENTS

Supervision is required for the USPTO guard force as identified in the Guard Post Matrix (Attachment A) and shall consist of the following four (4) key personnel positions: one (1) Program Manager (PM) and three (3) Shift Supervisors. The Contractor shall provide the level of supervision through the PM and SS to ensure that all guard employees meet the performance requirements and quality standards of the contract.

C.9.1 Program Manager (PM)

The Program Manager shall:

1. Have complete authority to act for the Contractor during the term of the contract and shall be responsible for the Contractor's administrative requirements, including, but not limited to, General Services Administration (GSA) guard certifications and training.
2. Be responsible for the overall operation of guard services, including management of Class II Guards through the Shift Supervisors, for both USPTO locations in Alexandria and Arlington, VA (see Guard Post Matrix, Attachment A).
3. Be on-site at least 40 hours per week, ensuring that the requirements of the contract are met, and shall have a set workweek during normal business hours, five (5) days a week, excluding federal holidays (i.e., 8:00AM – 5:00PM, Monday through Friday) as defined in the Guard Post Matrix (Attachment A).
4. Have the authority to accept inspection reports, and all other correspondence on behalf of the Contractor.
5. Receive initial on-site USPTO-provided orientation prior to performing supervisory duties at any USPTO facility under the contract and ensure that SS's and Class II Guards understand and perform their duties and responsibilities under the terms of the contract. The PM shall then provide orientation training to all SS's.
6. Ensure that SS's administer and certify on-site post orientation for each assigned Class II Guard on each post prior to performing duties at USPTO. This requirement shall be implemented immediately on the date of contract start-up. The PM shall certify this information by requiring signatures from each Class II guard verifying they have received orientation training and shall maintain an orientation training log/record to be provided to the COTR as requested.
7. Be able to maintain and operate the electronic security management system, and train subordinates to operate the system when required.
8. Shift Supervisors and Class II Guards shall not perform the duties of the PM.
9. See Section C.9.4, "General Personnel Qualifications and Standards for all Contract Guard Employees."

C.9.2 Shift Supervisor (SS)

Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each Shift Supervisor shall:

1. Have authority to act for the Contractor on a day-to-day basis at USPTO worksites.
2. Be responsible for ensuring the following:
 - a. Guards are in proper uniform prior to performing guard duties on this contract;
 - b. Supervisory post observation of Class II Guards on duty;
 - c. Conducting on-the-spot checks of guard posts;

- d. Interfacing with employees and the public in the resolution of problems; and
- e. Other supervisory duties as defined in the CGIM.

3. Be responsible for one 8-hour shift, and shall ensure that all Class II Guards are performing their duties and responsibilities as required under the contract.
4. Receive initial on-site orientation and training from the Government prior to performing supervisory duties at any USPTO facility under the contract. The SS shall then provide orientation and on-the-job training to all Class II Guards, and ensure that Class II Guards understand and perform their duties and responsibilities under the terms of the contract.
5. Be able to maintain and operate the electronic security management system, and train subordinates to operate the system when required.
6. The SS shall not perform the duties of a Class II Guard under the contract at any time except in emergency situations (see Section C.7, para. E, "Management and Supervision").
7. See also Section C.9.4, "General Personnel Qualifications and Standards for all Contract Guard Employees."

C.9.3 Class II Guards

Class II Guard post assignments may include, but are not limited to, the following typical duties:

1. Entry Control Post: Operate and enforce a system of personnel identification, and utilize computers to perform access control of employees and contractors. Perform screening through the magnetometers as well as x-ray machine screening for all packages, including but not limited to purses, briefcases, duffle bags, etc.
2. Roving Officer Posts: Patrols in accordance with routes and schedules established in the Guard Post Assignment Record (to be provided after contract award).
3. Control Issuance and Storage of Keys: Receive, issue, and account for keys to the building, various offices, gates, etc.
4. Command Center: Monitor and operate building intrusion detection and surveillance systems; dispatch officers to alarms/trouble areas or incidents when necessary; coordinate efforts of responding officers to incidents and make emergency notifications when required.
5. Escorts: Provide escort services for USPTO employees and USPTO contractors between USPTO office space and parking garages.
6. Golf Cart Type Vehicle Patrol/Escorts: Patrol the USPTO headquarters campus and parking garage, and transport security equipment/supplies using government provided golf cart type vehicles in accordance with routes and schedules established in the Guard Post Assignment Record (to be provided after contract award). Provide escort/transport services for COTR-approved individuals with a disability-related need from parking garage to their appropriate work building. (NOTE: All golf cart type vehicle operators must possess a valid state issued driver's license and shall have read the "USPTO's Safety Guidelines for Operation of Government-Owned Equipment – Golf Cart Type Vehicles" (Attachment G) and shall have also signed the "USPTO's Golf Cart Type Operator's Agreement" (Attachment H).

7. Building Rules and Regulations: Observe building occupants and visitors for non-compliance with posted rules and regulations (41 CFR 101-20.3, and Title 18, USC, Section 930 – See Section C.3 “Regulations”, paragraph 2.)
8. Lost and Found: Receive, give a receipt for, and turn in found articles to the USPTO Office of Security as delineated in the Guard Post Orders.
9. Law and Order: Maintain law and order within the area of assignment.
10. Unauthorized Access: Discover and detain persons attempting to gain unauthorized access to property.
11. Hazardous Conditions: Report potentially hazardous conditions and items in need of repair (i.e. inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.)
12. Injury or Illness: Obtain professional assistance in the event of injury or illness to Government employees or others while in the USPTO buildings or on USPTO grounds.
13. Flying the United States Flag: The United States Flag (and other flags as authorized by USPTO) shall be flown as directed by the COTR.
14. Reports and Records: Prepare incident reports on (including, but not limited to) accidents, fires, bomb threats, thefts, workplace violence or other unusual incidents/unlawful acts and provide these reports to those officials as specified by the COTR.
15. Civil Disturbances: Perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the Government, its employees, property, and the general public lawfully in buildings or on the grounds under the control of the Government.
16. Loading Dock: Monitor and screen all delivered boxes and packages through the x-ray machine in the loading dock. (Note: The Dockmaster will be the lead authority in the loading dock regarding deliveries; however, the Dockmaster is not part of this contract requirement.)
17. Use computers to monitor building access and data entry.
18. Other ancillary duties may include, but are not limited to, turning off unnecessary lights; checking safes, lock-type repositories, and cabinets; closing windows; opening and securing doors and gates, etc. Deterring and reporting damage, pilferage, removal, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property. Discovering and detaining persons attempting to gain unauthorized access to the property or secured areas.
19. See also Section C.9.4 under “General Personnel Qualifications and Standards for all Contract Guard Employees.”

C.9.4 Personnel Qualifications and Standards for All Contract Guard Employees

A. All guard force personnel employed under the contract shall (including, but is not limited to):

1. Be in full uniform and ready to begin work promptly at the start of their shift; and remain on the job in full uniform at assigned posts until properly relieved.
2. Meet personnel requirements as listed in the contract.
3. Meet the following requirements, to the satisfaction of the COTR, in order to be eligible to perform under the contract:
 - (a) Be a citizen of the United States of America.
 - (b) Be at least twenty-one (21) years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations. **NOTE:** The COTR may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.
 - (c) Speak English fluently, be able to read, understand, explain, interpret and apply rules, orders, instructions, regulations, directives, procedures, and training materials, and possess the ability to compose coherent written or typed reports in English. Bi-lingual guards are naturally an asset, but under no circumstances shall the Contractor permit a guard who does not have a good command of the English language to work under the Contract.
 - (d) Possess a valid driver's license.
 - (e) Possess, at a minimum, a high school diploma or GED equivalency certificate.
 - (f) Possess the ability to meet and deal with the general public, and maintain poise and self-control under stress.
 - (g) Possess the skill to use a personal computer and utilize various software programs, such as Microsoft Word and/or WordPerfect.
 - (h) Be well proportioned in height and weight. Guards shall be in good general health without physical defects or abnormalities or other medical conditions that would interfere with the performance of duties, and shall be free from any communicable disease (See also Section C.9.8 "Physical and Medical Qualifications").

B. All guard force personnel shall meet *one* of the following experience/education requirements:

1. Three (3) years of security experience within the past five years; or
2. Three (3) years of U.S. Armed Forces Military Police/Security Police experience; or

3. Successful completion of an officially recognized law enforcement or equivalent training course (such as a police officer's standard training course) or
4. An Associate's Degree, or at least 60 semester hours of college coursework in any field of study, or
5. Any reasonable combination of the above (i.e., one year of security experience plus one (1) year of college coursework).

C.9.5 Security Requirements and Background Checks

A. The Contractor shall provide a criminal records check from three local jurisdictions: Virginia State Police, Maryland State Police, and the DC Metropolitan Police Department for all guard employees prior to employment on the contract.

Note: If a guard employee has had a verifiable criminal records check within the last six months prior to beginning work on the contract, this requirement may be waived by the COTR.

B. The Contractor shall submit to the COTR, an executed Standard Form 85P (SF 85P) "Questionnaire for Public Trust Positions", and Optional Form 306 (OF 306), "Declaration for Federal Employment", for each guard employee employed under the contract within 14 days after contract award. For any new guard employee employed under the contract thereafter, an executed SF 85P will be required prior to beginning work.

Note: This requirement may be waived if, (1) a contractor employee has had a completed background investigation within the last twelve (12) months; (2) the investigation is verifiable and at least equivalent to the level required by the contract; and (3) the employee remained in continual employment in a position which the required the investigation.

C. Illegible or incomplete forms submitted by Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to the Government are complete, legible, and accurate. The Government shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible paperwork to the Government.

D. Individuals with felony criminal records shall not be employed under the contract.

E. Individuals with misdemeanor criminal records may be considered, but are subject to the COTR's final approval prior to employment on the contract.

C.9.6 Eligibility/Suitability

The Contractor shall submit the forms identified in Section C.9.7 "Certification Documents", to the COTR for each original contract employee and for all employees hired after contract award. The COTR will use the forms to assess the eligibility and suitability of an individual to perform duties under the contract. Should the COTR determine that an employee is ineligible or unsuitable, the Contractor will immediately be advised that the employee cannot work or be assigned to work under the contract.

C.9.7 Certification Documents

A. Certification documents are those documents that show the eligibility and suitability of an individual under the terms of the contract. The Contractor shall provide the following certification documents for each guard employee to the COTR for approval prior to employment under the contract:

1. Certificate of Medical Exam, OPM Form SF 78
2. Certificate(s) of Training
3. Fingerprint Chart (OPM Form FD-258)
4. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions
5. Optional Form 306 (OF 306), Declaration for Federal Employment
6. CPR/First Aid Card
7. Criminal investigation checks from three (3) local jurisdictions (DC/MD/VA)

C.9.8 Health Requirements

- A. The Contractor shall assign to the contract only employees who are in good health without physical defects or abnormalities which would interfere with performing protection duties and who are free from communicable diseases.
- B. Each employee who works under the contract must have passed a medical examination conducted and approved by a licensed physician or healthcare provider within the last three (3) years prior to initial assignment on the contract and at least once every three (3) years thereafter.
- C. The Contractor shall submit an executed Certificate of Medical Examination, Standard Form 78, or other appropriate medical certification, for all guards employed under the contract.
- D. All guard employees shall be mentally alert and emotionally stable. Employees must not have neurotic or psychotic conditions that would adversely affect their ability to act properly during situations involving mental stress.

C.9.9 Physical and Medical Qualifications

- A. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of these positions. Each contract guard shall be in good physical condition, be able to protect themselves and others, and be able to withstand sudden the emotional stress and physical exertion in the apprehension of suspects and violators. Contract guards must be capable of pursuing and apprehending violators and suspects on foot. This may require running, jumping, climbing, and crawling, followed by physical contact to overpower the violator or suspect. Individuals deemed incapable of meeting the physical requirements of their assigned position shall be removed from the Contract upon the COTR's request.
- B. An individual who has been incapacitated due to illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard services duties shall, prior to resumption of such duties, provide signed medical documentation and evidence certified by a physician or medical institution, as applicable, of recovery and ability to perform such duties.
- C. The following requirements apply for all guard force personnel:
 1. **Vision**
 - a. Distant visual acuity in each eye shall be correctable to 20/30 (Snellen) in the better eye and 20/40 Snellen in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 (Snellen) in the better eye, the individual shall carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected, shall be at least 20/40 (Snellen) in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. The ability to distinguish red, green, and yellow colors is required.

Loss of vision in one eye is disqualifying. Glaucoma shall be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individual's ability to perform assigned security job duties, and provided also that the visual requirements stated above are met.

- b. The use of corrective eyeglasses or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

2. Hearing

- a. A hearing aid is acceptable provided suitable testing procedures demonstrate adequate auditory acuity. Test results shall be provided to the COTR upon request, and maintained in the files by the PM.
- c. The use of a hearing aid shall not decrease the effective performance of the individual's assigned guard duties during normal or emergency operations.

C.9.10 Diseases

Contract guards who have an established medical history, or medical diagnosis of epilepsy or diabetes, or, where such a condition exists, shall provide medical evidence that the condition can be controlled with medication so that they will not lapse into a coma or unconscious state while performing their duties. A guard on medication which allows them to function competently, but who has demonstrated an unwillingness or inability to comply with their medication regimen, poses a risk to themselves and to the safety and welfare of others. That guard shall be relieved from post immediately by the supervisor or PM.

C.9.11 Addiction

Any subsequent determination or finding of addiction shall be disqualifying from performing guard service on this contract.

C.9.12 Mental Illness

An individual who has been incapacitated due to a mental illness that interferes with the effective performance of assigned guard services duties shall be removed from the contract immediately and shall not be allowed to return to employment under this contract. The Contractor shall arrange for continuous supervisory observation and evaluation of all guard force personnel and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

C.9.13 Disqualification of Personnel

If further determination is made that a Contractor employee is not fulfilling or cannot fulfill their responsibilities under any other paragraph of Section C.9, Personnel Requirements, or C.10, Certification and Training, they may be disqualified from performing guard service at the USPTO.

C.10 CERTIFICATION AND TRAINING

A. All guards performing work under the contract at USPTO shall possess a valid Virginia Firearms permit for all guards. Additionally, each guard must possess a GSA Unarmed Certification; however, a GSA A-1 or A-9 Certification is an acceptable substitution for the GSA Unarmed Certification.

B. Every guard and supervisor must possess a valid GSA certification card, the GSA Form 3527, prior to assignment to the contract sites. All guards must have the required valid permits (clearance card, firearms permit, cardiopulmonary resuscitation (CPR) and first aid) as prescribed by their position prior to being assigned to this contract. Failure to carry valid credentials while on duty shall result in the employee not being permitted to work. All supervisors must successfully complete GSA supervisory training in addition to basic training. Re-training and re-certification requirements must be met prior to their expiration in order to remain assigned to this contract site. All supervisors and guards assigned to this site must be certified in the performance of CPR.

C. At the beginning of contract award for the USPTO, the Contractor must adhere to the following requirements: All Contractor guard personnel must be familiar with all requirements for USPTO locations prior to assignment. The USPTO will initially conduct on-site orientation and training for contractor Key and Supervisory personnel. The Contractor's Key and Supervisory personnel shall be responsible for ensuring that guard personnel receive proper on-site orientation and on-the-job training. The USPTO will provide training in the use of the electronic security management system, X-ray equipment, and other security systems specific to the contract site.

D. Supervisors shall ensure that Class II guard personnel receive proper orientation including:

1. General information and special orders for USPTO locations, including applicable post orders, evacuation plans, and other documents specific to their post and job assignment.
2. Operational procedures for security systems including the CCA and CCTV systems and all x-ray machines and magnetometers; and
3. The OEP and relevant emergency procedures.

C.10.1 Supervisor Training

A. All supervisors working under the contract shall successfully complete Contractor provided GSA certified supervisor training or equivalent, administered by GSA or a certified GSA instructor; possess a GSA guard certification and a valid Virginia firearms permit.

B. This training is required for all supervisors before commencement of work under the contract. The Contractor shall maintain documentation of this training at their home office, and shall provide copies of these documents to the COTR immediately upon completion of the training. At no cost to the Government, supervisors shall receive Contractor provided re-certification training every 2 years, and annual training on the Use of Force/Deadly Force.

C. No supervisor will be permitted to work under this contract without having passed the Government supervisory written test.

D. Any replacement employees shall meet all contract training requirements.

C.10.2 Training for Class II Guards

A. All Class II non-supervisory guards performing work under the contract award at USPTO shall possess a GSA guard certification and a valid Virginia firearms permit, **or** shall be GSA A-1 guard certified prior to performing services under this contract.

B. Class II guard personnel shall receive, but not be limited to, Contractor provided training and orientation in:

1. General information and special orders for USPTO locations, including applicable post orders, evacuation plans, and other documents specific to their post and job assignment;
2. Operational procedures for security systems including the CCA and CCTV systems and all x-ray machines and magnetometers; and
3. The OEP and relevant emergency procedures.

C. At no cost to the Government, all Class II non-supervisory guards shall also receive the following Contractor provided training:

1. Use of Force/Deadly Force (annual)
2. CPR and First Aid Certification (annual)
3. Re-certification training (every 2 years)

C.10.3 Lack of Training

A. Prior to performance of work, the Contractor shall supply the COTR with a list of all current employees to be assigned to USPTO. This list shall include each employee who has completed training, certifications, and other pertinent training information. This list shall be updated as needed by the Contractor, and supplied to the COTR.

B. If the COTR determines that Contractor employees do not, in fact, possess required training, the COTR will direct the Contractor to immediately remove such employees from duty and provide qualified replacements at no additional cost to the government. If the Contractor fails to provide such replacements, the Government may exercise its options for termination under the Default clause, or may exercise other options available through other provisions of the contract. There will be no waivers of any training requirements specified in this SOW.

C.10.4 Government Provided Training/Orientation:

A. The Government will provide initial on-site training for Key Personnel and all Shift Supervisors on how to monitor and operate Building Access Control Equipment, including, but not limited to: the Security Command Center (SCC), X-ray machines, Magnetometers, Closed Circuit Television (CCTV) cameras, computer systems to monitor access/exiting of personnel from USPTO facilities and any other security system equipment as deemed necessary by the COTR.

B. Government-Proposed 9-day Transition Period: After contract award and prior to the actual contract performance date, Key Personnel and Shift Supervisors shall attend a 3-day (8 hours/day) Government provided on-site orientation and training for contractor supervisory personnel per Section C.10 - Certification and Training. Key Personnel and Supervisors shall use the remainder of the transition period, with assistance from the Government if necessary, for on-site Class II Guard orientation and on-the-job training. Access to USPTO facilities for orientation/training will be made available to the Contractor Monday through Friday only, from 8 A.M. until 5 P.M. (See also Section B.2 - Pricing Notes).

C. If the Contractor does not believe a nine (9) business day transition period is necessary, an alternate transition plan (NSP) should be submitted to the Government as part of the Offeror's proposal (See Section B.2 (e) - Alternate Contractor-Proposed Transition Period).

C.10.5 Employment of Government Personnel

The Contractor shall not employ for the purposes of this contract any federal civilian employee currently employed by USPTO. Active duty military personnel may not be employed without the prior written consent from their Commanding Officer.

C.11 GOVERNMENT FURNISHED PROPERTY (GFP)

A. The Government will provide the Contractor the use of certain Government owned facilities, equipment, and materials for use only in connection with this contract. The use of Government furnished property for other purposes is prohibited. All such facilities, equipment, and materials will be provided in "as is" condition.

B. Building utilities and services will be afforded the Contractor in accordance with established USPTO operational procedures. This includes the use of concession facilities when open, restrooms, and the use of medical facilities when available for emergency purposes. Upon completion or termination of the contract, all Government owned equipment should be returned to the Government in the same condition as received, except for normal wear and tear. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse by the Contractor or their employees. The Contractor and the COTR shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the COTR. Government furnished equipment shall not be removed from the building or immediate surroundings unless approved in writing by the COTR or the Contracting Officer.

C. Government property, including telephones and personal computers, shall be used for official Government business only in the performance of the contract. The Contractor or the Contractor's employees shall not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.

D. The Contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.

E. The Contractor shall be responsible for reporting to the COTR the malfunctioning of any Government property or equipment used by the Contractor or the Contractor's employees.

C.11.1 Accountability for Government Property

A. All property furnished by the Government under this contract shall remain the property of the Government. Upon termination of the contract, the Contractor shall render an accounting of all such property, which has come into his possession under the contract. All equipment issued by the Government to the Contractor shall be issued on GSA Form 1025 (Receipt of Property) or other similar issue document. Any property furnished by the Government to fulfill contractual requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced at the discretion of the Government, and the cost of such repairs or replacement shall be deducted from the Contractor's invoice.

B. The Contractor shall take possession of all USPTO issued property or equipment in the event a Contractor employee is terminated and return the employee's equipment to the COTR.

C.11.2 Government Furnished Facilities (GFF)

A. The Government will furnish or make available to the Contractor office space including desks, chairs and telephones as deemed necessary by the COTR.

B. The Contractor shall be responsible and accountable for such facilities provided and shall take adequate precautions to prevent fire hazards, odors and vermin. The Contractor shall obtain written approval from the COTR prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government shall be made at the expense of the Contractor. At the completion of the contract, all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on their part, or on the part of their employees.

C. All property furnished by the Government under this contract will remain the property of the Government. Upon termination of the contract, the Contractor shall render an accounting of all Government property that has come into their possession under this contract.

D. Any property furnished by the Government to fulfill contracted requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, will be repaired or replaced by the Government, at the discretion of the Government, and the cost of such repairs or replacement shall be deducted from the Contractor's invoice.

F. All Government property shall be used for official Government business only in the performance of the contract. The Contractor or the Contractor's employees shall not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.

F. The Contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, in accordance with sound industry practices, to safeguard and protect Government property.

C.11.3 Government-Furnished Equipment (GFE)

The Government will provide the Contractor the use of existing and available Government owned equipment in the performance of the contract. Such Government furnished equipment shall include (but is not limited to):

- 1) Electrical and mechanical equipment where installed, such as alarm and surveillance systems, communications equipment, closed-circuit televisions, including written operating procedures and instructions. Both the PM and the COTR shall maintain complete and current inventories of equipment.
- 2) Firearm Clearing Barrel(s) for the safe clearing and handling of weapons.
- 3) Telephones for the conduct of official Government business.
- 4) Locker space, locker and office equipment, computer equipment, typewriters, and other office machines as deemed necessary by the COTR.
- 5) Golf Cart Type Vehicles for Patrol/Escort. Two (2) electric E-Z-Go Workhorse 800E golf carts for use in roving patrol/escort duties/response duties (See Section C.10.3 – Class II Guards). With the exception of golf carts, there are no vehicle requirements in this procurement at this time; however, USPTO reserves the right to add further vehicle requirements as necessary.
- 6) Radio Communication System (i.e., portable radios, base stations, and other associated communications equipment for day-to-day or emergency operations.

C.12 CONTRACTOR FURNISHED ITEMS (GFI)

Except for the items listed above as government furnished items, the Contractor shall provide all uniforms, equipment, materials, and services to perform the requirements of this contract.

C.12.1 Uniforms

A. The Contractor shall fully furnish and maintain in acceptable condition, at no cost to contract guard employees, uniform items and equipment necessary to perform work required by the contract, including outdoor clothing appropriate for the weather and season, with necessary safety wear, and safety equipment. The equipment includes, but is not limited to, uniforms which conform to standards and usage prescribed in the Contract and the CGIM. All employees performing under this contract shall wear the same color and style of uniform.

B. All guard force personnel shall wear a complete uniform of the type prescribed in this section at all times when on duty. The appearance of uniforms shall be maintained so that shoes are shined; so that all items fit well and are clean, neat, and well pressed; and so that the uniform otherwise presents a favorable public image. An appropriately lettered breast badge and cap ornament shall indicate the jurisdiction from which authority, if any is obtained. Shoulder patches with Contractor identification and not larger than 4-1/2 inches by 4-1/2 inches shall be worn on the uniform's left shoulder. No other Contractor identification is to be worn or displayed on the uniform.

C. The Contractor shall be responsible for the cleaning, pressing, and repair costs for all uniforms. The Contractor shall supply enough in quantity of each item to satisfy the requirements under this contract and to ensure that all guards are properly equipped.

D. Each employee shall be issued a uniform by the Contractor to include, at a minimum, the following items:

<u>Quantity</u>	<u>Description</u>
3	Shirts (long and short sleeve);
3	Trousers;

- 1 Black Garrison style belt;
- 2 Necktie;
- 1 Cap (final approval of style must be coordinated with the COTR)
- 1 Jacket (cold weather use)
- 1 Rain gear in bright yellow or orange with "Security" printed on back;
- 6 Belt Keepers
- 1 Name plate; gold or silver (over left breast pocket with first initial and last name);
- 1 Handcuffs, key, and case or pouch;
- 1 Flashlight and batteries;
- 1 Flashlight holder, black, ring or snap style;
- 1 Radio Holder, black;
- 7 Contractor's insignia shoulder patch (each shirt and jacket);
- 1 Whistle (thunder type) with chain attachment

E. No guard or supervisor shall enter on duty until all uniform items, including accessories, have been issued and are in proper operating condition.

C.12.2 Unauthorized Equipment

Guards shall not be permitted to carry any unauthorized supplemental or personal equipment such as chemical agents, any device considered a "stun gun", or other such non-standard items.

C.12.3 Firearms/Firearms Equipment

A. The Contractor shall provide firearms and firearms equipment for each armed security guard under the contract in accordance with GSA regulations and standards, and shall maintain, in an acceptable condition, an operational firearm for each armed security guard.

B. Firearms shall be a 9mm semi-automatic handgun, with a 10-round capacity magazine and two (2) extra magazines. In the event of a dispute between the Government and the Contractor regarding whether firearms meet the requirements, the COTR will make the final decision. Firearm and firearm equipment required for each posted guard is listed in quantity and description below:

<u>Quantity</u>	<u>Description</u>
One (1) each	9mm Semi-Automatic Handgun
One (1) each	Holster with Thumb break
Three (3) each	10 round magazines
Two (2) each	Magazines Holders with Cover and Snap
Thirty (30) rounds	9mm Ball Ammunition

C. Firearms Maintenance: Ample and appropriate supplies of firearms upkeep and equipment to maintain each weapon in proper operating condition; lubricating oil, cleaning solvent, brushes, cleaning cleaning rods, patches, and other normal maintenance tools, shall be provided by the Contractor at the USPTO where the firearms shall be maintained.

D. Firearms Inspection: Prior to the issuance of firearms to the security guards, each SS shall inspect the firearms. Firearms and ammunition shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and the cleaning of firearms shall take place in designated areas only and with a clearing barrel attendant, either the SS or other properly trained guard force member designated as such by the SS, present.

E. Firearms Storage/Protection: All firearms and associated ammunition shall be stored in a Contractor provided **GSA approved** firearm specific storage container(s) or safe(s) within the Security Command Center (SCC) at USPTO. The weapons container shall have a key or combination lock. The Contractor shall restrict the keys or lock combination to authorized contract personnel only. Firearms and ammunition are allowed on the contract site only after the weapon storage container is in place. Unless required in the performance of assigned duties, no firearms shall be removed from the contract sites.

F. Firearms Inventory/Serial Numbers: The Contractor shall provide to the COTR, within five (5) calendar days prior to the period of performance, a list of serial numbers, make and model of the firearms to be used or stored on the premises. Revisions to the list shall be provided in writing to the COTR within two (2) business days.

G. Lost/Stolen Firearms: In the event that a firearm or ammunition is lost or stolen, the Contractor shall relate all of the information relating to the loss or theft of the weapon or ammunition to the COTR immediately, and the FPS Regional Control Center prior to the end of the duty shift on which the loss or theft was discovered. Further, the Contractor shall provide to the COTR a preliminary written report concerning the loss or theft *within 24 hours*, followed by a detailed written report to the COTR within two (2) business days of the incident. The Contractor shall notify the COTR of the serial number for the replacement weapon.

C.12.4 Cellular Telephones

The Program Manager shall be available for emergency communication with the COTR via cell phone or other communication devices 24 hours a day, 7 days per week, 365 days a year. (Note: The following cellular vendors are anticipated to be operational within the Alexandria campus: Verizon, AT&T, Sprint and Cingular. Nextel and T-Mobile systems are not supported at the USPTO's Alexandria campus.)

C.12.5 Portable Radios

A. As listed in the matrix below, the Contractor shall provide for each on-duty guard, at a minimum, a portable radio unit 5W VHF commercial frequency up to 28 channels, a lithium-ion battery, a speaker/microphone (noise canceling), and a bone-vibration headset.

B. As listed in the matrix below, the Contractor shall also provide one (1) same portable radio each for the COTR, Security Command Center (SCC), and Back-up Command Center (BCC). The radios for the COTR and for both the SCC and BCC require individual desktop chargers, same battery as the officer's radios, one (1) each Bone-vibration headset and one (1) each Speaker/Microphone (noise canceling).

<u>Quantity</u>	<u>Description</u>
1 each on-duty guard 3 each (for COTR/SCC/BCC)	Portable Radio Unit 5W VHF Commercial Frequency up to 28 Channels
1 each on-duty guard 3 each (for COTR/SCC/BCC)	Lithium-ion battery (extended life, 1800/2400mAh) or Nickel Metal Hydride Battery (Extended Life 1100/2200mAh)
1 each on-duty guard 3 each (for COTR/SCC/BCC)	Speaker/Microphone (noise canceling)
3 each (for COTR/SCC/BCC)	Bone-Vibration Headset
3 each (for COTR/SCC/BCC)	Individual Desktop Chargers

C.12.6 Portable Radio Base Stations:

As listed in the matrix below, the Contractor shall provide and install radio base stations with external antenna for the SCC and BCC. At a minimum, the Contractor shall provide the following:

<u>Quantity</u>	<u>Description</u>
(2) for SCC/BCC	Desktop Base Station/Repeater
(2) for SCC/BCC	50W Continuous Duty (to be utilized by the dispatcher w/desk microphone)
(2) for SCC/BCC	Separate Compact Repeaters, Duplex (40W)
	6-Unit Multi-Chargers for above

B. The Contractor shall, in accordance with applicable Federal Regulations, obtain all permits for the operation of such radio equipment over Government-identified frequencies.

C.12.7 Equipment Repair/Replacement

Repairs and/or replacements of all Contractor-furnished items shall be the responsibility of the Contractor.

C.13 ADJUSTING PAYMENTS FOR DEDUCTIONS

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

B. The Government is contracting for the complete performance of guard services as identified in this Performance Work Statement, and deductions will, therefore, be made as provided in the contract (See Section C.14, Performance Matrix).

C. In determining monetary deduction for non-performance of work under the contract, or for deficiencies in the services performed, the Government will use the amounts specified in Section C.14 - Performance Matrix. To the extent those deductions are applicable, this provision shall not restrict the Government's ability to seek ordinary remedies for breach of contract in accordance with the termination provisions of this contract or other applicable Federal laws and regulations.

D. It is agreed that failure to accomplish any work required under the contract, or to satisfactorily accomplish such work, shall constitute a deficiency for which a reduction of payment will be made in accordance with Section C.14, Performance Matrix. Inadequate performance is just as undesirable as non-performance and the cost of correcting inadequate performance in a particular guard service area may equal the cost of normal guard services.

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

F. On or before the 5th working day of the month succeeding the performance period for which the deductions are being proposed, the COTR will inform the Contractor in writing of the type and dollar amount of the proposed deductions in accordance with Section C.14, Performance Matrix.

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

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

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

C.14 PERFORMANCE MATRIX (See Section J – Attachment B)

SECTION D - PACKAGING AND MARKING

Any deliverables under the contract shall be delivered in accordance with the contract requirements.

SECTION E - INSPECTION AND ACCEPTANCE

There are no clauses for this section.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

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

Base Period:	Date of Contract Award – December 31, 2005
Option Year 1:	January 1, 2006 – December 31, 2006 (if exercised)
Option Year 2:	January 1, 2007 – December 31, 2007 (if exercised)
Option Year 3:	January 1, 2008 – December 31, 2008 (if exercised)
Option Year 4:	January 1, 2009 – December 31, 2009 (if exercised)

* The effective date of the contract shall include the Transition/Training Start-up Period.

F.2 AWARD TERM INCENTIVE OPTIONS (UNPRICED)

The Contractor will have the opportunity to earn the addition of up to three (3), 1-year award term option periods as stated below for achieving specific contract incentives in accordance with Section H.4 – Award Term Incentive Options.

Award Term Option 5 (Unpriced):	January 1, 2010 – December 31, 2010 (if exercised)
Award Term Option 6 (Unpriced):	January 1, 2011 – December 31, 2011 (if exercised)
Award Term Option 7 (Unpriced):	January 1, 2012 – December 31, 2012 (if exercised)

F.2 FEDERAL HOLIDAYS

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

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

Notwithstanding the above Federal holidays, Contractor performance is expected in accordance with the Guard Post Matrix (Attachment A) and all task orders.

F.4 QUARTERLY STATUS MEETINGS

The Contractor shall attend quarterly status meetings with USPTO officials to discuss contract issues including, but not limited to, performance, invoice payments, contract status, personnel issues, etc.

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 drawings, designs and 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) -- TECHNICAL DIRECTION

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

NAME: Kevin Lewis

ADDRESS: U.S. Patent and Trademark Office
2011 Crystal Drive, Arlington, VA 22202

PHONE NO: 571-272-2680 (Alexandria Campus)
703-306-5742 (Crystal City Campus)

(b) 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.

(c) 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) Invoices shall be submitted in an original and two (2) copies to the following address:

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

(b) A separate invoice shall be provided for each executed task or delivery order. To constitute a proper invoice, the invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and task or delivery order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific task or delivery order;
- (4) Breakout of how total dollars calculated;
- (5) Payment terms;

- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (7) The following statement shall be entered on the original of each invoice, and;
- (8) Point of contact and telephone number of Contractor employee processing invoices.

COTR's Certification

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

COTR

Date

(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 task or delivery orders completed during the previous month.

G.6 ELECTRONIC PAYMENT INFORMATION

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity type (IDIQ) contract, for one (1) base year plus four (4) option years, and three (3) three possible award term option years.

H.2. COLLECTIVE BARGAINING AGREEMENT

This contract is subject to an existing Collective Bargaining Agreement (CBA) (see Attachment I).

H.2 ADVERTISING OF AWARD

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 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The USPTO may extend the term of the contract by unilateral modification to the contract provided that the USPTO shall give the Contractor a preliminary written notice of its intent at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of the contract, including the exercise of any options under this clause, shall not exceed eight (8) years from the effective date of this contract.

H.4 AWARD TERM INCENTIVE OPTIONS

In addition to the performance-based contracting methods set forth in Section C.13 of the SOW, the USPTO intends to establish the following incentives:

(a) In an effort to establish a long-term business relationship based upon sustained superior performance, this contract provides the Contractor the opportunity to earn the addition of up to three (3) additional (un-priced option years of contract performance (beyond the base year and option years 1-4) in the form of Award Term Options.

(b) Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to two (2) award term options may be earned by maintaining/increasing a high quality level of contract performance as follows:

(c) Using Section C.14 Performance Matrix:

For Award Term Option 1: The Contractor shall maintain an overall average of less than or equal to three (3) occurrences per year as outlined in Section C.13 – Adjusting Payments for Deductions.

For Award Term Option 2: The Contractor shall maintain an overall average of less than or equal to three (3) occurrences per year as outlined in Section C.13 – Adjusting Payments for Deductions.

For Award Term Option 3: The Contractor shall maintain an overall average of less than or equal to three (3) occurrences per year as outlined in Section C.13 – Adjusting Payments for Deductions.

(d) The USPTO's Term Determining Official (TDO) will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the Contractor has earned the addition of each award term option. If the TDO authorizes the addition of an award term, the Contractor shall, within 60 days, submit a priced proposal for the applicable award term option. Following price negotiations, a supplemental agreement will be issued to revise Section B to include the new award term option year and prices. A successful award term evaluation will not entitle the Contractor to the award term option. The award term option will be exercised unilaterally by the Contracting Officer after evaluation in accordance with FAR 17.2, but only if the quality levels have been maintained from the time of the TDO decision.

H.5 OPTION FOR INCREASED QUANTITY

The Government may increase the maximum quantities stated in Section B for any CLIN by up to 20% at the unit prices specified in Section B. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration. Delivery of the added labor hours shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

H.6 TASK ORDER PROCEDURES

(a) All work shall be initiated by issuance of a task order fully executed by the Contracting Officer. The Government is only liable for labor hours expended under the terms and conditions of the contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized will be disallowed.

(b) The COTR will initiate the request for a task order which should contain the following information: contract number, task order number, and requisition number; effective date of the task and period of performance; contract line item numbers (CLINs); labor categories; anticipated level of effort (total hours required); applicable hourly rates; and a total cost ceiling.

(c) The COTR will then forward the request for a task order to the Contracting Officer for execution and issuance.

(d) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within two (2) working days after receipt. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

(e) Task orders may be issued by facsimile or by electronic commerce methods only by the Contracting Officer (except for emergency situations per Section C.6.3 G. – Emergencies), and will be followed by a fully executed task order signed by the Contracting Officer.

H.7 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

<u>Labor Category</u>	<u>Name</u>
Program Manager	Keith L. Koob, Jr.
Shift Supervisor *	Erick C. Ramirez
Shift Supervisor *	Andrew S. Winter
Shift Supervisor *	William A. Jones

*** Key Personnel Shift Supervisors for the following shifts: Monday – Friday, 8AM – 4PM; 4PM – 12AM; and 12AM – 8AM**

(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 fifteen (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 fifteen (15) days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.8 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 the 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 USPTO may terminate the contract for default, debar the Contractor from USPTO contracting, or pursue such other remedies as may be permitted by law or the 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.9 INSURANCE COVERAGE

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

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

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.10 CONTRACTOR PROPOSAL

The Offeror shall furnish, and the USPTO may invoke, at any time throughout the life of the contract, any representations in the Contractor's proposal without additional charge to the USPTO, unless otherwise agreed upon by the Contractor and the Contracting Officer.

H.11 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA/INFORMATION

Duplication or disclosure of confidential data/information 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/information which is the sole property of the USPTO, as well as access to proprietary data/information which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data/information 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/information, any interpretations thereof, or data/information derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.12 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.

H.13 GOVERNMENT FURNISHED DATA (GFD) (IF APPLICABLE)

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

H.14 SECRECY AND USAGE OF PATENT INFORMATION

(a) 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.

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

(c) 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.

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

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

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

(f) 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.15 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (CAR 1352.239-73)

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

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osc.doc.gov/cio/itmhwweb/itmhwweb1.html>);
- (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, <http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
- (3) *The Computer Security Act of 1987 (P.L. 100-235)* (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, 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."

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

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osc.doc.gov/cio/itmhwweb/itmhwweb1.html>).

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

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

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

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook (can be provided after contract award).

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

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

- (a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);
- (b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/PlanGuide.PDF>); and
- (c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.ossec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the 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 IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

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

H.16 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS

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

- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
- 2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.
- 3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

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

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

(b) Within five (5) days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within five (5) days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR) 1352.209-72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and 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 USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

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

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

SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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 address:

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

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records—Negotiation	June 1999
52.215-08	Order of Precedence—Uniform Contract Format	October 1997
52.217-08	Option To Extend Services	November 1999
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-09	Small Business Subcontracting Plan	January 2002
52.221-01	Notice to the Government of Labor Disputes	February 1997
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	December 2003
52.228-05	Insurance - Work On A Government Installation	January 1997
52.229-03	Federal, State And Local Taxes	April 2003
52.232-01	Payments	April 1984
52.232-8	Discounts for Prompt Payment	February 2002

52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest After Award	August 1996
52.242-13	Bankruptcy	July 1995
52.242-15	Stop-Work Order	August 1989
52.243-01	Changes--Fixed Price	August 1987
52.243-07	Notification Of Changes	April 1984
52.245-02	Government Property (Fixed Price Contracts)	May 2004
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.216-18 ORDERING (OCTOBER 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and the contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS (OCTOBER 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2 hours the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of 2 hours;
- (2) Any order for a combination of items in excess of 272,880 hours; or
- (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship/deliver the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY (OCTOBER 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

I.5 52.204-07 CENTRAL CONTRACTOR REGISTRATION ALT.1 (OCT 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.6 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
(OCTOBER 1997)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

**I.7 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE
BENEFITS (MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/Offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor and the union (See Attachment I - Collective Bargaining Agreement). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (b) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.8 52.232-18 AVAILABILITY OF FUNDS (APRIL 1984)

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

**I.9 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION (APRIL 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.10 52.237-03 CONTINUITY OF SERVICES (JANUARY 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.