

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Rating	Page of Pages 14 63
2. CONTRACT (Proc. inst. ident.) NO. DOC50PAPT0601004		3. EFFECTIVE DATE 11/18/2005		4. REQUISITION/PURCHASE REQUEST PROJECT NO. 295P0630151	
5. ISSUED BY Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE, 7th Floor ALEXANDRIA, VA 22313-1450		CODE 1	6. ADMINISTERED BY (If other than Item 5) CODE		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) ASRC Management Services 6303 Ivy Lane Suite 800 Greenbelt, MD 20770		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 %	
		10. SUBMIT INVOICES (4 Copies unless other-wise specified) To THE ADDRESS SHOWN IN: ITEM 12.	

CODE 1	FACILITY CODE	11. SHIP TO/MARK FOR CODE No Contacts Identified		12. PAYMENT WILL BE MADE BY CODE 34 U.S. Patent and Trademark Office - Office of Finance Mail Stop 17 P. O. Box 1450 Alexandria, VA 22313-1450	
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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 2006 - - A - 295100 - - 2571 - - MZECC1 - 295210 - - - - 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 2,916,044.00

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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 <u>3</u> 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) <i>Edward J. Hessler</i> BUSINESS MANAGER		20A. NAME OF CONTRACTING OFFICER Chris Hannah	
19B. NAME OF CONTRACTOR By <u>EDWARD J. HESSLER</u> (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA By <i>Chris Hannah</i> (Signature of Contracting Officer)	
19C. DATE SIGNED <u>11/07/05</u>		20C. DATE SIGNED <u>11/07/05</u>	

Line Item Summary	Document Number DOC50PAPT0601004	Title Maintenance and Operations for ECC	Page 10 of 63 2 of 3
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Total Funding: \$2,916,044.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2006	A	295100		2571		MZECC1	295210				NONCOMI
Division		Closed FYs		Cancelled Fund							

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Additional funds will be obligated under this contract through the separate issuance of contract modifications. Separate administrative Task Orders will authorize the expenditure of funds.

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Ref Req No: 295P0630151

Total Cost: \$0.00

**Contract Level
Funding Summary**

Document Number
DOC50PAPT0601004

Title
Maintenance and Operations for ECC

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10 of 63
~~3 of 3~~

2006 - - A - 295100 - - 2571 - - MZECC1 - 295210 - - - - NONCOMP - - - -

\$2,916,044.00

Reference Requisition: 295P0630151

Total Funding: \$2,916,044.00

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PERFORMANCE BASED SERVICES CONTRACT

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

B.2 TYPE OF CONTRACT

Time and Material.

B.3 CEILING PRICE

The life cycle of the contract is not to exceed \$15,000,000.00. The Contractor shall not make expenditures or incur obligations in the performance of this Contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.4 COST/PRICES

(a) The Contractor shall provide the services under this Time and Materials contract at the fixed hourly rates identified in Attachment "1" to this contract. The specified fixed hourly rates shall include wages, overhead, general and administrative expenses and profit. A ceiling price will be established for each task order issued, based on an estimated amount of labor required to perform the task. The ceiling price will not change for the task order unless the Contracting Officer gives approval.

(b) CLIN's 0002, 0004, 0006, 0008 and 0010 are for supplies required under this Contract and shall be provided on a cost reimbursement basis, in accordance with the Contractor's usual accounting procedures, consistent with Part 31 of the Federal Acquisition Regulation (FAR). When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with FAR Part 31. Any material handling rate or G&A rate applied to items purchased under CLIN's 0002, 0004, 0006, 0008 and 0010 shall not exceed a ceiling of 3% for the duration of the contract.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 INTRODUCTION

The Enterprise Contact Center (ECC) system currently utilizes state-of-the-art contact center technology to modernize customer service for United States Patent and Trademark Office (USPTO). The ECC system provides USPTO internal and external customers with easy, convenient and speedy access to USPTO provided information and services. The ECC system includes the following functionality: Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), Teletype/Telecommunications Devices for Deaf (TTY/TDD) services, unified messaging (fax, voice and e-mail) and integration with the USPTO Customer Contact Management System (UCCMS) (Siebel CRM tool) and USPTO's Enterprise Asset Management System (EAMS) (Remedy help Desk tool).

The ECC currently operates in the Crystal City Data Center – supporting users in both the Crystal City Campus (with users using Centrex phones) and at the USPTO's Alexandria Headquarters (with users connected to the USPTO's Nortel PBX). Currently the system serves 17 business centers utilizing approximately 266 agents and supervisors.

The ECC life cycle activities include system design and analysis, programming, testing, integration, customer training, implementation, operations, system/software maintenance, project-specific system engineering, information/software engineering, product assurance, project management, and other related services and products.

C.2 STANDARDS AND GUIDELINES

The Enterprise Contact Center (ECC) contractor must conform, at a minimum, to the following plans, standards and guidelines:

USPTO 21st Century Strategic Plan

<http://www.uspto.gov/web/offices/com/strat21/index.htm>

Office of the Chief Information Officer Strategic Information Technology Plan

<http://www.uspto.gov/web/offices/cio/sitp/>

Patent & Trademark Acquisition Guideline (PTAG)

<http://www.uspto.gov/web/offices/ac/comp/proc/ptagfdrg.pdf>

PTO Life Cycle Management (LCM) Manual

<http://www.uspto.gov/web/offices/cio/lcm/lcm.htm>

Current ECC 3.0 LCM Documentation

Available on CD upon request

The LCM process for a project shall yield, at a minimum, an acceptable Project Management Plan, Requirements Specification, High Level Architecture and/or Solutions Architecture, Test Plan, Operational Support Plan, and Security Plan. In addition, as deemed appropriate by the USPTO designated official, analysis and design models will adhere to Unified Modeling Language (UML current standard release) and will be provided to the USPTO in electronic format for uploading into our Rational system. Any waivers from these steps or products may be granted only on the express written authority of the USPTO designated official.

C.3 WORK TO BE PERFORMED

The Enterprise Contact Center (ECC) contractor shall provide the necessary certified and experienced staff, tools, material, equipment and other resources to analyze, design, develop, deploy, support, maintain, operate and enhance the United States Patent and Trademark Office (USPTO) Enterprise Contact Center (ECC) system. Project plans shall be established and executed in accordance with the prescribed USPTO life cycle management methodology.

C.3.1 System Analysis and Design

The contractor shall provide system development, integration, maintenance, analysis and design staff, tools, and support throughout the system development life cycle. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but not limited to, the functions defined below.

C.3.1.1 Analysis and Design

The contractor shall complete activities such as examine technical, business, and management requirements and/or issues to provide effective solutions for ECC development and maintenance efforts in keeping with USPTO standards and USPTO strategic and tactical direction; perform studies and analyses required throughout the ECC system development life cycle, to include ECC architectural and security analyses; survey, research, and review information technologies for potential application within the ECC environment, and acquisition by the contractor or the Government; evaluate commercial off-the-shelf (COTS) software; facilitate requirements sessions and work with programming staff supporting requirements prototype efforts; recommend improvement to existing resources; and use USPTO approved automated tools throughout the life cycle. Activities may include, but are not limited to, the following considerations: compliance with legal and regulatory guidance, interoperability, open system environment, security, standards, and data. In particular, the ECC contractor shall research, analyze and incorporate new Customer Service technologies into the ECC infrastructure. These technologies include, but are not limited to: VoIP, Speech Recognition to include full natural language and Synthesizer, TTY/TTD, virtual contact centers, and improved interfaces to Siebel 7.7 and Group 1 data quality tools.

C.3.1.2 Documentation

The contractor shall prepare ECC-specific white papers, surveys, studies, documents, acquisition and system specifications, information brochures, engineering designs, support plans, customer-oriented documentation, and on-line help needed to complete any or all system development life cycle phases; review and recommend additions, revisions, and other changes to the latest versions of documents, refine, revise, or update existing documents, and convert documentation developed under previous life cycle management guidance to that required under the current life cycle guidance. The format and content of these documents will be specified by the USPTO at the time of Task Order issuance. The number of copies, instructions for the media and format for electronic copies, and other instructions about these deliverables will be specified in the task order(s).

C.3.2 Programming

The contractor shall provide certified and experienced programming staff, tools, and support. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the functions defined below. The USPTO will provide the contractor access to an ECC Development server.

C.3.2.1 Develop Software and Database Products

If COTS or Government-furnished products cannot meet ECC requirements, the contractor shall develop software and structure the physical database: (1) based on Government-approved specifications; (2) using industry-standard systems/software engineering techniques; and (3) following product assurance disciplines. The contractor shall use automated tools, when practical, to generate the software or structure the database. If manual development is required, the contractor shall use modern software development concepts, tools, and techniques. As defects are identified by the contractor or the Government during the Development phase or during testing activities, the contractor shall correct the defects.

C.3.2.2 Requirements Prototyping and Proof-of-Concept Testbeds

The contractor shall develop and test prototype programs and databases, and proof-of-concept testbeds, to determine optimal solutions for concept and problems, resulting in the development or modification of requirements. The contractor may also be called upon to develop schedules, to include parallel operations where required, identify the proposed prototyping or proof-of-concept technical approach, and describe anticipated results.

C.3.2.3 Upgrade and Tailor COTS and Government-Furnished Products

The contractor shall identify, evaluate, acquire, test, deliver, and install Commercial Off The Shelf (COTS) products (as necessary); and develop and test upgrades and extensions to Government-furnished or COTS ECC products. The contractor shall develop upgrades and extensions: (1) based on Government-approved specifications; (2) using system/software engineering tools and techniques in accordance with USPTO Technical Standards and Guidelines, or other industry-standard tools and techniques approved by USPTO; and (3) following product assurance disciplines. The contractor shall use automated tools, when practical, to generate the software or structure the database. If manual development is required, the contractor shall use modern software development concept, tools, and techniques. As defects are identified by the contractor or the Government during the Development phase or during testing activities, the contractor shall correct the defects.

C.3.3 Test and Evaluation

The contractor shall provide initial testing and evaluation, not the USPTO ITPA testing, of the ECC system to verify compliance of the system functionality prior to delivery to the USPTO. The contractor shall conduct full ECC platform test, including but not limited to: routing plan tests, voice application functionality tests, screen pop data validation tests, and call volume load tests. The following describes typical functions associated with test and evaluation.

C.3.3.1 Define Objective and Methodology

The contractor shall define the test objectives, establish priorities, and develop the functional and technical/performance test methodology. The methodology includes, but is not limited to, the following: functional descriptions and requirements; services level objective; current workload; communications protocols; interfaces to external, non-agency systems; standards used for development and operation; and a description of the data needed for benchmark development.

C.3.3.2 Collect/Develop Data

The contractor shall collect or develop technical/performance and workload data, using any preliminary work completed by USPTO or USPTO's contractors wherever possible. If normalization of the data is required, it will be completed by the contractor.

C.3.3.3 Participate in Testing

The contractor shall participate in the preparation of a plan that details the methods and procedures that will be used to execute the tests. The plan addresses requirements, specifies files to be used in developing the tests, describes the data structure analysis techniques to be used, specifies test details (e.g., memory utilization, instruction mix, multiple processing thresholds), and specifies scripts to be used.

The contractor shall resolve concerns identified during USPTO review of test activities and test results and shall make all necessary revisions to the design and code, perform all necessary retesting, and update the system development files. At completion of testing, the contractor shall provide written verification that the tests provide an accurate representation of USPTO functional and technical/performance requirements. At USPTO's option, the contractor will provide test scripts, test data, test case suites, test procedures, specifications, and other testing material in electronic form for capture within USPTO's configuration management system.

C.3.4 Implementation

Prior to the initiation of implementation activities the contractor may be required to provide pre-implementation reviews to ensure everything is in place prior to beginning implementation.

C.3.4.1 Set-up Implementation

The contractor shall ensure that manuals have been distributed, supplies are in place, sites are ready, computer resources are available, personnel have been trained to support the implementation, or other activities required prior to initiation of implementation activities. The contractor may be required to unpack products; check to ensure that delivered product items match orders, invoices, bills of lading, and/or configuration item lists; label product items in accordance with established configuration management guidelines; obtain missing items and resolve discrepancies, maintain and inventory of delivered items; or provide other pre-implementation reviews to ensure everything is in place prior to beginning implementation.

C.3.4.2 Execute Plans

After approval, the contractor shall carry out the activities of the Production Installation Plan and Operational Support Plan, in coordination with USPTO. Activities may include, but not be limited to the following: complete the planned conversion of software and data from the existing AIS to the new AIS, if applicable, and coordinate installation of products; transport products to end-user and other sites at the USPTO; assemble and install hardware products; load and tailor software products; load data; and check the installation area to ensure everything is running. The contractor shall carry out implementation activities to minimize interference with normal USPTO activities; this will typically require activities to take place after USPTO business hours. Following completion of implementation activities, the USPTO may require the contractor participate in a post-installation review.

C.3.5 Transition to Operations

Transition to operations encompasses those functional and operational activities required for the successful transition of ECC components from the Deployment life cycle phase to Operations life cycle phase. The items to be delivered and the schedule for delivery will be established within the task order(s). As tasked, the contractor shall prepare plans (such as a Transition Plan and Operational Support Plan), methodologies, and other documents, and advise and assist the USPTO in managing the transition from current to future USPTO procedures and systems.

C.3.5.1 Define Objectives

The contractor shall define the objectives and establish priorities for the Transition Strategy.

C.3.5.2 Perform Transition Analysis of the Interim and Target Solutions

The contractor shall analyze and record the change in the operational business and technical environments when the transition from the current operations to the envisioned target processes will occur. Given the identified interim and target processes and architectures, the contractor may be required to identify and analyze perceived difficulties in achieving the transition.

Tasks may include:

- _ Analyze and document functional, technical, and procedural changes
- _ Analyze and document facility and service changes
- _ Analyze and document changes to the organizational and management structure
- _ Analyze and document staffing changes
- _ Analyze and document training changes
- _ Analyze and document the impact of transition on existing human resources
- _ Analyze and document resistance to change by key managers and by the work force
- _ Identify any uncertainty in the transition analysis
- _ Analyze and document the risk associated with the transition
- _ Identify the standards for compliance to include a description of services for managing, formatting, and exchanging data
- _ Interview relevant personnel
- _ Assess change impact on business and technical process, people, culture, support, systems, technology, organization structure, labor issues, and facilities
- _ Identify management actions and decisions for transition

C.3.5.3 Develop Transition Strategy

The contractor shall analyze the current support requirements and capabilities in relation to existing technology and technical trends. Using the resultant information, the contractor may be called upon to develop strategies for the transition of support from the current base to a new structure that meets guidelines.

C.3.5.4 Define Level of Support

The contractor shall identify the level of support for functional area or activity either being supported or for which support is contemplated. The contractor may be called upon to assist in the recurring steps to define, evaluate, and implement the incremental improvements needed to achieve simplified and streamlined operation of the functional and technical operational activity.

C.3.5.5 Plan Transition

The contractor shall develop proposed time-phased conversion and transition plans that define what changes will be made, how they will be implemented and how they will be maintained once implemented. The transition plan shall address integration and migration issues relating to implementing new business processes, creating new systems, applying new technologies, aligning personnel and culture, and identifying new organizational structure and facilities requirements. The plan also addresses locations, organizations, and related issues, as well as new performance target for each proposed change. The plan will include a gap analysis for the migration from the current to the target system or process and updated as required by the USPTO. The contractor shall develop plans for making a transition from the current process to the target process, minimizing disruptions to operations and services. The scope of transition planning shall include the measurement and analysis of the performance gap between the current activity model/process maps/change characteristics and target activity model/process maps/change characteristics, developing business or technical projects focused on reduction or elimination of the gap.

C.3.5.6 Execute Transition Plans

The contractor shall advise and assist the USPTO in managing the transition from current to future USPTO procedures and systems, in accordance with the approved Business Transition Plan and Operations and Maintenance Plan. Contractor assistance includes conducting or participating in Government conducted post-transition reviews; monitoring the progress of executing through observation, interviews, and other appropriate techniques; and evaluating and documenting the success of the transition plan in transforming the business and technical environments to the interim and target solutions.

C.3.6 Operations and Support

Operations and Support includes the actions needed to start, run, and stop the ECC server and/or its hardware infrastructure – and all activities required to support the end users in the USPTO contact centers. Operations and Support will include:

C.3.6.1 Help Desk and On-Site Support

The contractor shall provide on-site support to the USPTO contact centers from 5:00 AM to 7:00 PM Monday through Friday (except Federal holidays). The USPTO contact centers will report any problems to the contractor through an existing phone number/queue on the ECC Server. The contractor shall contact the customer (USPTO) within 15 minutes from the initial problem report – and must be on-site with the customer within 30 minutes of initial contact with the customer (if required). The contractor must manage all problem tickets through resolution, logging all actions taken, final resolution information, and notification of problem closure to customer. The USPTO may require the contractor to provide root cause analysis reports to System Development Manager within ten business days of the problem report. The contractor must agree to minimum operational commitment in the following Commitment and Involvement Statement for Operations Support:

Commitment and Involvement Statement for Operations Support:

Personnel of the contracting company, who should be involved with problem resolution, will maintain focus on the issue, as soon as the problem is received, until the system is up and/or the call center(s) return(s) to normal business functionality.

All problem tickets must be resolved within a timely manner.

Problem Type:	Initial Notification and subsequent interval for reporting to the System Development Manager:	Resolution time: Based on SLA, but at a minimum must meet the following...
Critical problem: System down or not working properly causing call center critical business functionality degradation.	Immediately upon learning of the issue, at a minimum the problem will be initially reported within <u>15 minutes</u> ; and every <u>30 minutes</u> thereafter, until the system is up and the call center(s) return to normal business functionality.	For problems exclusive to ECC: The resolution implementation will be <u>conducted</u> within 30 minutes of initial report; otherwise For significant problems exclusive to USPTO vendors: The resolution implementation will be <u>presented</u> within 30 minutes of initial report; otherwise For significant problems involving 3rd parties outside USPTO: The resolution implementation will be <u>presented</u> within 30 minutes of initial report. Contractor must work closely with the 3 rd party involved until problem is resolved.
Under Control: Call centers operating at normal business levels, but reports not working or not displayed correctly.	Upon learning of the issue, at a minimum the problem will be initially reported within <u>1-hour</u> ; and every <u>twice-daily</u> thereafter, until the reports are working and applications are displaying correctly.	For problems exclusive to ECC: The resolution implementation will be <u>conducted</u> within 2 hour(s) of initial report; otherwise For significant problems exclusive to USPTO vendors: The resolution implementation will be <u>presented</u> within 2 hour(s) of initial report; otherwise For significant problems involving 3rd parties outside USPTO: The resolution implementation will be <u>presented</u> within 2 hour(s) of initial report. Contractor must work closely with the 3 rd party, and provide <u>twice-daily</u> reports on work statuses.
Other: Any problems that lie outside the scope of general business problem detection, and does not lie within the scope of Critical or Under Control as described above.	Upon learning of the issue, at a minimum the problem will be initially reported within <u>1 day</u> ; and every <u>week</u> thereafter, until the issues are resolved satisfactorily for the SDM and Project Managers involved.	For problems exclusive to ECC: The resolution implementation will be <u>conducted</u> within 1 day(s) of initial report; otherwise For significant problems exclusive to USPTO vendors: The resolution implementation will be <u>presented</u> within 3 day(s) of initial report; otherwise For significant problems involving 3rd parties outside USPTO: The resolution implementation will be <u>presented</u> within 5 day(s) of initial report. Contractor must work closely with the 3 rd party, and provide <u>daily</u> reports on work statuses.

C.3.6.2 On-call Support

The contractor shall provide On-call Business Hour Support to the USPTO contact centers all hours and days, 7 days a week and 365 days a year, not covered during the on-site hours and days specified in section C.3.6.1. During On-Call Support hours, the contractor will be required to contact the customer (USPTO) within 30 minutes from the initial problem report and to be on-site with the customer within 1 hour of initial contact with the customer (if required). The contractor shall manage all problem tickets through resolution, logging all actions taken, final resolution information, and notification of problem closure to customer. USPTO may require the contractor to provide root cause analysis reports to the System Development Manager within ten business days of the problem report.

C.3.6.3. Production support

The contractor shall provide analytical support to the USPTO Contact Center staff for their ECC operations. This support will involve, but not be limited to – analyzing interaction reports, troubleshooting call-related problems, running reports, and audit/interaction tracking.

C.3.6.4. Remote Management

The contractor shall provide remote support and management of the ECC system. This contractor shall remotely access ECC server for diagnostic and problem resolution purposes.

C.3.6.5 Miscellaneous

The contractor shall perform miscellaneous operations and support tasks, including but not limited to:

Certifying that the ECC and/or its infrastructure can process information with security and integrity;

Conducting routine ECC data base assessments to ensure data quality and optimal data base performance is maintained;

Conducting periodic assessments of the ECC and/or its infrastructure to ensure the functional requirements are satisfied; and

Recommending when the ECC and/or its infrastructure needs to be upgraded, replaced, or retired.

C.3.7 Customer Training

The contractor shall develop, and administer training programs at all levels. The items to be delivered and the schedule will be covered within the task order(s). As tasked, the contractor will be called upon to provide training sessions, conduct training, arrange or coordinate training sessions from other vendors or organizations, develop and provide training materials as required, and ensure that all developed software contains user training and help modules. Training may take many forms to include: (1) general orientation, (2) tutorials, videotape, on-line help, or other programmed instruction, and (3) in-depth training.

C.3.8 System/Software Maintenance and Enhancements

Maintenance is defined as the restoration of the ECC and/or its infrastructure to an operational status or the correction of problems to permit the ECC to run or to meet design specifications. Enhancement is defined as a change to the design specification of the ECC (e.g., a change in input, program logic, or output). The contractor shall maintain and modify the ECC system in accordance with life cycle guideline and industry standard practices. The items to be delivered and the schedule for delivery will be established within the task order(s). The contractor shall adhere to the procedures for identifying, approving, and responding to Discrepancy/Incident Report and Change Requests. The following describes typical functions associated with System/Software Maintenance.

C.3.8.1 Identify and Report Problems or Changes

The contractor shall proactively identify for USPTO approval, discrepancies and failure of operational systems; analyze the problem to determine the potential cause; determine the impact; and report the analysis.

C.3.8.2 Revise Existing System

The contractor shall track and respond to Discrepancies/Incident Reports, Change Requests, and Engineering Change Requests. As tasked, the contractor will design, develop, and test modified and/or partially new, fully documented systems in response to USPTO-prioritized report and requests. Depending upon the extent of the changes required, the USPTO will require the contractor to adhere to full current system life cycle or tailored current system life cycle (as approved by the Chief Information Officer). The contractor shall perform software maintenance and enhancements in a non-production environment, and transition changes into the production system after USPTO test and approval activities. The contractor shall ensure that change activities are coordinated with software maintenance activities (discrepancy fixes) to eliminate duplicative efforts.

C.3.8.3 Conduct Preventative Maintenance

The contractor shall provide ECC preventative maintenance and repairs needed to ensure the performance of software, hardware, and other resources that the contractor delivers.

C.3.9 Contact Center Software/System Engineering

The contractor shall perform Contact Center system/software engineering, metrics reporting, and architectural and security-related analyses. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the following:

- (a) Capacity planning and performance evaluation
- (b) Simulation and modeling
- (c) Assess risks, recommend risk mitigation activities, and track progress and report on risk reduction
- (e) Human factors support (i.e., contact center ergonomics and related subject areas)

C.3.10 Product Assurance

The contractor shall provide the staff and/or tools to perform or support USPTO's performance of: responding to USPTO test and evaluation results, quality assurance, configuration management, responding to Independent Verification & Validation (IV & V) results, and library maintenance. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the functions defined below.

C.3.10.1 Respond to USPTO Test and Evaluation Results

After contractor test and integration is complete, the contractor shall respond to concerns, identified during USPTO test and evaluation of the ECC contract deliverables. "Respond to" includes fixing unsatisfactory work products and resubmitting products for USPTO approval. The assistance and other items include, but are not limited to:

- (a) Resolve concerns identified during USPTO developmental test and integration activities, including ECC unit tests and ECC subsystem/system integration tests
- (b) Resolve concerns identified during USPTO implementation test and integration activities, including acceptance tests and production installation tests
- (c) Resolve concerns identified during USPTO operational test and integration activities, including operational acceptance tests

C.3.10.2 Quality Assurance

The contractor shall establish and maintain an effective quality assurance program to ensure the technical quality of all ECC products and services provided. This will include, but not be limited to, software quality monitoring, methods to identify and correct quality deficiencies in products and services and methods for continuous improvement. Quality Assurance activities include development of quality assurance plans and procedures; collection and reporting of metrics, define ECC project metrics; conduct reviews; participation in any USPTO –conducted reviews, walkthroughs, or other required meetings held throughout the system development life cycle; and development of responses to the results of any USPTO quality assurance activity. The ECC contractor shall ensure complementary interface between contractor quality assurance methods and tools and USPTO's quality assurance methods, tools, and environment. The USPTO currently employs an ITPA contractor for quality assurance functions. USPTO may require the ECC contractor to use tools specified by the USPTO.

C.3.10.3 Configuration Management

The contractor shall deliver documents and provide staff to assist the USPTO with the management of the ECC system (hardware, software, and documentation) configuration, and the contractor shall manage all configuration items under their control. Assistance and other items include, but are not limited to, the following:

- (a) Develop configuration management plans and subcontractor control reports
- (b) Identify configuration items
- (c) Monitor and report Configuration Changes and Discrepancy Reports
- (d) Provide Configuration Status Accounting Reports
- (e) Use configuration management automated tools
- (f) Participate in functional, physical, and other configuration audits

C.3.10.4 Respond to Independent Validation and Verification (IV&V) Results

The contractor shall respond to and resolve concerns identified during USPTO's IV & V of deliverables throughout the ECC system development life cycle.

C.3.10.5 Documentation Library

The contractor shall provide technical support in maintaining USPTO ECC libraries using USPTO's prescribed automated tools or procedures as specified in task orders. The library shall include: USPTO system development life cycle phases; and indices to all documents and data. Items within the library include, but are not limited to, the following:

- (a) Electronic copies of relevant documents, data, and information
- (b) Indexes to Documents, Data, and Information
 - (1) Abstracts of all documents and data, with keywords for indexing
 - (2) Indexes to all documents and data
 - (3) Database(s) to track comments received and all changes made to ECC documents and data

C.3.11 Program and Project Management

The contractor shall prepare and deliver management of ECC deliverables and services, using USPTO's prescribed automated tools. The items to be delivered and the schedule for delivery will be established within the task order(s). The procedures for performing these management tasks will be described in specific task orders and will follow established USPTO Project Management guidelines and TSG's, as appropriate. These functions include, but are not limited to, the following:

C.3.11.1 Management Planning

The USPTO will require the contractor to prepare and deliver management plans at Contract and Task order initiation, negotiate and execute task orders, provide support and data needed for refinement of those plans, and notify USPTO of changes and problems.

C.3.11.2 Contract or Task Management

The contractor shall direct, manage, and administer the accomplishment of all ECC task orders. The contractor shall be responsible for its contractor, subcontractor, or vendor personnel and performance, and shall ensure that staff technical proficiency and professional capability are maintained. The contractor shall deliver periodic and ad hoc, oral and written, reports summarizing the status of work being performed. The contractor also shall ensure a complementary interface between the contractor and USPTO project management tools and activities. The contractor shall deliver oral and written notice of all problems that impact or potentially impact the contract, deliverables, and /or schedule to the Contracting Officer. This includes, but is not limited to:

- (a) Immediate verbal notice of technical problems
- (b) Immediate verbal notice of potential cost overruns and schedule delays
- (c) Immediate verbal notice when 75 percent of the funds allocated have been used on individual task orders and on the entire contract
- (d) Written notices within 24 hours of verbal notices

C.3.11.3 Regulatory Compliance

The contractor shall deliver written and oral responses to assist the USPTO in responding to inquiries, questions, reviews, inspections, audits, and/or investigations being conducted by oversight organizations such as the Department of Commerce, General Services Administration, General Accounting Office, Office of Management and Budget, U.S. Congress, and U.S. and international patent organizations.

C.3.11.4 Technical Data Rights

The contractor shall deliver any custom-developed source code, configuration information, workflow definitions and supporting manuals for the ECC system. The USPTO will have unlimited rights in data for all documents, software and other materials each contractor develops under the contract.

C.3.11.5 Engineering and Other Changes

The contractor shall deliver proposals for changes to the ECC system and/or contract. The items and assistance include, but are not limited to:

- (a) Proposals for engineering and other changes
- (b) Proposals for software process improvements
- (c) Proposals for architectural improvements

C.3.11.6 Centralized Program Support

The contractor shall provide general support for the ECC program. This encompasses procurement, program management, financial management, contract and subcontract management, administrative, clerical, technical editing, document preparation, and related functions.

C.3.12 Acquisition of Software, Equipment, Services and Supplies

C.3.12.1 Acquisition of Resources

Normally, all acquisition activities will be performed by the USPTO. However, if determined to be in the best interest of the Government, the contractor shall identify, acquire, test, deliver, and install the hardware, software, telecommunications, support resources needed for the development, integration, maintenance, and operation of the ECC system. Categories and examples of the resources that each contractor may be required to provide are listed below:

- (a) Hardware
- (b) Software tools or applications, such as tools, relational database management systems (RDBMS), project management, code and test generators and analyzers, performance monitoring tools, or software needed exclusively for the contract
- (c) Multiple licenses or a site license may be procured to support concurrent software development and maintenance efforts, as deemed necessary and cost effective.
- (d) Telecommunications
- (e) Special courier services. It is expected that most deliverables and daily correspondence from the contractor to USPTO will be transmitted electronically using procedures established by the COTR or specified in specific task orders. Special courier services for specific tasks or deliverables must be approved by the COTR or Contracting Officer prior to use.

The contractor shall provide hardware and software compliant with USPTO's then current technology architecture guideline. The contractor shall be responsible for ensuring that such hardware and software shall remain compliant throughout the life of the contract.

Please note that the Government will not pay for nor furnish general office equipment (e.g., personal computers, printers, monitors and related office automated software) that is necessary to perform Enterprise Contact Center (ECC) contractor or subcontractor business functions. The only time the Government will consider paying for or furnishing personal computers and/or software is when it is directly related to a specific development application. The Government will not pay for or furnish cell phones, pagers, or other personal wireless devices used by contractor personnel. The contractor shall provide justification for all personal computer and/or software purchases or any other equipment or supplies that are to be directly charged to the contract; only the Contracting Officer can approve such a purchase.

C.3.12.2 Support Services and Supplies

As directed in specific task orders, the contractor shall provide other support related services and products. The items and assistance include, but not limited to:

- (a) Studies into unexpected technical problems or advances
 - (1) Written reports and analyses
 - (2) Oral reports and briefings
- (b) Quick Reaction Supplies and Services
 - (1) Special purpose microcomputer hardware or software
 - (2) Special purpose textbooks and technical manuals
 - (3) Specialized training on USPTO components
 - (4) Materials for special purpose and emergency briefings
- (c) Follow-on Support
 - (1) Consulting services for delivered services and products
 - (2) Expansion of delivered products

C.4 TECHNOLOGY AND TECHNICAL/BUSINESS PROCESSES

The contractor's proposed personnel shall be proficient with the following technologies and technical/business processes (C.4.1 through C.4.11) and must provide certification proof, where applicable.

C.4.1 ECC Technology

1. Interactive Intelligence's Customer Interaction Center (CIC) platform (*I3 certification required*)
2. Interactive Intelligence's CIC handlers (*I3 certification required*)
3. Interactive Intelligence's e-FAQ (*I3 certification required*)
4. Upgrading the CIC platform (major version upgrade) (*I3 certification required*)
5. Stratus ftServers (*Stratus certification required*)
6. CIC Interactive Voice Response applications (text-to-speech, voice messaging, database access) (*I3 certification required*)
7. I3 Speech Recognition software (integrated on CIC platform) (*I3 certification required*)
8. Standard CIC reports and custom CIC reports (using Crystal reports) (*I3 certification required*)

C.4.2 ECC Interfaces

1. Microsoft Exchange 2000 servers
2. Microsoft IIS webserver (for CIC web chat)
3. Siebel 7.5.x (for contact center screen pop)
4. Remedy AR (for help desk screen pop)
5. RightFAX server (inbound/outbound fax integration)
6. Nortel PBX (voice lines tied into Nortel PBX)

C.4.3 Contact Center Technologies

1. Multi-site Contact Center infrastructure
2. Contact Center Queuing / Routing
3. Single Queue / Multi-channel communications
4. Telecommunications voice services (800 services, DID, ANI, Centrex, network routing, etc.) and standards (SS7, T1, PRI, etc.)
5. TTY and supporting protocols (Baudot)

C.4.4 General IT Technology

1. Application servers
2. COTS integration, from selection through deployment
3. Federal Enterprise Architecture (FEA)
4. Highly available systems
5. Portals, especially WebSphere Portal Server
6. Rational unified process (RUP)
7. Service-Oriented Architecture / Web Services

C.4.5 Operating Systems

1. LINUX
2. UNIX (at a minimum, HP-UX and AIX)
3. Windows XP
4. Windows servers

C.4.6 Languages

1. C
2. C++
3. Visual Basic

C.4.7 Standards

1. XML
2. UML

C.4.8 Relational database management systems

1. Oracle
2. Microsoft SQL Server

C.4.9 Business applications, tools, and skills

1. Application system performance monitoring and measurement
2. Configuration Management
3. Customer Service / Contact Center Management
4. Customer Relationship Management (CRM)
5. Life Cycle Management (LCM)
6. Business Processes and Workflow

C.4.10 IT-related Federal Government regulations and laws

1. Certification and Accreditation
2. Electronics Records Management (ERM)
3. Federal Information Security Act of 2002 (FISMA)
4. Section 508 of the Disabilities Act
5. Sections 501 and 504 of the Rehabilitation Act

C.4.11 Current Tools in Use

1. Configuration management: Merant PVCS Dimensions, IBM Rational ClearCase, and IBM Rational ClearQuest
2. Requirements management: IBM Rational Analyst Studio 2003
3. Testing: Mercury Interactive TestDirector, WinRunner, and LoadRunner

C.5 QUALIFICATIONS OF CONTRACTOR PERSONNEL

C.5.1 GENERAL PERSONNEL QUALIFICATIONS

The contractor shall provide trained, knowledgeable technical personnel according to the requirements of specific task orders. Therefore, the USPTO will not provide nor pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

All contractor personnel who interface with USPTO management and technical personnel must have excellent oral and written communication skills. "Excellent oral and written communication skills" is defined as the capability to converse fluently, communicate effectively, and write intelligibly in the English language.

C.5.2 LABOR CATEGORIES

The following labor categories are provided for evaluation purposes. Please note that the titles of these categories are illustrative only. It is not required that the Contractor provide personnel with these exact titles; rather, personnel shall meet the requirements listed. As necessary, additional labor categories may be added or deleted in order to fulfill staffing requirements under the scope of the contract.

<u>Title</u>	<u>Key</u>
Program Manager	01
Senior Technical Specialist	02
ECC System Administrator	03
Microsoft Server Specialist	04
Computer Senior Programmer	05
Voice Application Specialist	06
Computer Systems Programmer/Analyst	07
Computer Support Technician	08
Document Specialist/Technical Writer	09

C.5.3 LABOR CATEGORY DESCRIPTIONS

The requirements for each of the labor categories are described below.

01 Program Manager

Certification/Experience Requirement(s): Extensive and demonstrated experience managing contact center installations (Preferred 10+ years of experience or PMP Certification and 5+ years of experience)." Successful planning and management of contact center infrastructure for 100+-seat contact centers. Knowledge of and experience with I3 platform. Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract. Organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the Contracting Officer, COTR, Government management personnel, and customer agency representatives; ensures compliance with Federal rules and regulations. Shall have demonstrated communications skills with all levels of management. Establishes and alters (as necessary) management structure to effectively direct contract support activities. Meets and confers with USPTO management and technical personnel regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution. Shall be capable of negotiating and making binding decisions for the company. Shall have extensive experience and proven expertise in managing similar multi-task contracts of this type and complexity. Shall have extensive experience supervising personnel. Shall have a thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management. Shall have experience and knowledge in subcontractor management, quality assurance metrics and techniques, and configuration management tools.

02 Senior Technical Specialist

Certification Requirement(s): I3, Stratus (Refer to Section C.4.1)

Experience: Extensive and demonstrated experience with the I3 platform (Preferred 5+ years of experience).

Successful planning, designing, installing, configuring, and troubleshooting the Interactive Intelligence Customer Interaction Center (CIC) on an Intel-based Stratus platform for Multi-channel contact centers of 100+ seats. Hands-on experience installing and configuring Intel, GammaFAX, and Aculab telephony hardware and software on a server. Experience installing, troubleshooting, and configuring the CIC and IC software utilizing a unified, customer-based scenario. Knowledge of and configuration experience with CIC platform, aspects of Windows 2000 and email servers. Knowledge of and experience with CIC IVR platform. Detailed understanding of contact center technologies and telecommunications standards. Strong contact center technology experience in all areas identified in *Section C.4*. Senior technical point of contact for ECC platform.

03 ECC System Administrator

Certification Requirement(s): I3, Stratus (Refer to Section C.4.1)

Experience: Extensive and demonstrated experience with the I3 platform (Preferred 3+ years of experience).

Successful installing, configuring, and troubleshooting the Interactive Intelligence Customer Interaction Center (CIC) on an Intel-based Stratus platform. Hands-on experience installing and configuring Intel, GammaFAX, and Aculab telephony hardware and software on a server. Experience installing, troubleshooting, and configuring the CIC and IC software. Knowledge of and configuration experience with CIC platform (as stated in *Section C.4.1*), aspects of Windows 2000 and email servers. Proven ability to perform day-to-day administrative tasks with CIC platform and with configuring CIC data using the Interaction Administrator tool – including, but not limited to:

Listing the requirements for the CIC and associated servers.

Preparing the server for installation. Listing the functions of key telephony cards; discuss issues surrounding telephony software and versions. Installing and patching Intel, Aculab, Stratus, and GammaFax cards and software. Installing CIC

Configuring the server for dial tone. Identifying different communications solutions (SIP, TAPI, Aculab, Intel) and deployment models. Using and customizing the IC.

Using the Interaction Administrator, configure data required for real-world implementation. This data includes (but is not limited to): Lines and Line Groups; Users: ACD Workgroups; Stations; Security; Dial Plans; and Skills. Describing and configuring ACD processing. Identifying the elements of the Interaction Attendant.

Creating Schedules and Menus in Interaction Attendant.

04 Microsoft Server Specialist

Certification Optional but not Requirement(s): Microsoft (MCSE)

Experience: Extensive and demonstrated experience with Microsoft Server software (Preferred 5+ years of experience).

Successful installing, configuring and troubleshooting Microsoft Windows Server 2000, Microsoft SQL Server, and Microsoft Exchange 2000 platforms. The Microsoft Server specialist is expected to:

Have experience with graphical user administration tools on a data or voice network.

Be designated as the installer or support engineer for the CIC platform.

Have hands-on experience with computer hardware and software.

Have installed Windows NT or Windows 2000 service packs.

Be able to establish a Windows 2000 LAN connection.

Be able to establish an e-mail connection.

Be able to perform basic Windows 2000 administration tasks, including:

Create local and domain users.

Create workgroups and assign rights.

Assign permissions for shares and NTFS objects.

Use the services panel to start and stop services.

Use the event viewer to troubleshoot system issues.

05 Computer Senior Programmer

Certification Requirement(s): I3

Experience: Extensive and demonstrated experience with I3 software (Preferred 3+ years of experience).

Configures CIC system handlers and provides CTI Integration. Configures the environment for the telephony system platform and prepares for success in configuration of the customization of the platform. Hands-on experience navigating and customizing the telephony platform software on the server. Experience utilizing a unified, customer-based implementation and computer telephony integration. Creation and design of telephony call flows; creation and design of program logic flows. Aspects of programming and logic are required. Knowledge and skills necessary to perform IC handler troubleshooting and customization, to effectively create and modify programming logic for the I3 CIC -- including, but not limited to:

Describe the handler-oriented subsystems and how they work. Research, plan, design, build, publish test and activate an existing or new handler. Use Interaction Designer to manipulate handlers. Create variables, values, and attributes within objects or tools in handlers. Use the Expression Editor to set parameters in tools. Select tools and subroutines from the Interaction Designer pallets. Define and describe the use of attributes, events, objects, tools, steps, subroutines, values, variables, and properties that make up a handler. Pass variables between handlers. Describe how handlers interact with each other, as well as with Interaction Client. Describe the basics of flow control and other related concepts, such as how the CIC handles outbound activity. Effectively use Interaction Designer's online help. Install Remedy/CTI, 508 TTY/TDD, CRM Seibel integration, email, TargusINFO lookups, and ACD/IVR. Have knowledge of the Windows OS interface(s) and familiarity with its terminology. Have a current working knowledge of a 4th generation programming language or event-driven language (e.g. Visual Basic, C, C++, Basic, or another procedural language) and have built an application using

tools associated with that language. Have been responsible for handler development in a CIC project. Have created or designed telephony call flows; have created or designed program logic flows. Have performed debugging or troubleshooting of program code. Be able to set up ODBC functionality within Windows Operating Systems.

06 Voice Applications Specialist

Certification Requirement(s): I3

Experience: Extensive and demonstrated experience developing voice applications (Preferred 5+ years of experience).

Develops and maintains interactive voice response (IVR) applications using the CIC platform. Hands-on experience with developing world-class interactive voice response applications involving database interactions, speech-to-text and text-to-speech conversions, and integration with CRM and helpdesk applications (Siebel, Remedy). Hands-on experience with the development of Speech Recognition applications on the I3 platform utilizing either Nuance or SpeechWorks technologies. Knowledge of and experience with XML-based standards for voice applications.

07 Computer Systems Programmer/Analyst

Certification Requirement(s): I3

Experience: Demonstrated experience with I3 software (Preferred 1+ years of experience).

Configures, designs and implements CIC system. Works on configuration of the telephony system to ensure system meets user needs. Performs implementation and support of the system. Understands the implementation of the telephony system, troubleshoots when issues arise. Hands-on experience navigating and customizing the CIC platform software on a server. Experience utilizing a unified, customer-based implementation. Aspects of programming and logic will be required. Knowledge and skills necessary to perform handler troubleshooting and customization, to effectively create and modify programming logic for the CIC.

08 Computer Support Technician

Certification Requirement(s): I3

Experience: Demonstrated experience supporting contact center implementations (Preferred 2+ years of experience).

Works as a team member under the direction of senior level personnel. Provides customer support for ECC user communities in person, on-line, or via the telephone, as appropriate, resolving customer problems or requests for assistance in various ECC server components (e.g. voice menus), hardware, or ECC client software. Has experience in help desk management discipline(s).

09 Documentation Specialist/Technical Writer

Certification Requirement(s): None

Experience: Demonstrated experience in the field of technical documentation (Preferred 2+ years of experience).

Provides highly technical and specialized guidance, and solutions to, documentation and publication challenges. Participates in activities involving compiling, organizing, and publishing technical and other materials related to information technology and information systems, and business or agency publications, including on-line documentation and/or publications. Provides expertise and support in the development of technical material, user and training manuals, system design criteria, operational concepts and procedures, storage and retrieval procedures, agency publications and published documentation, and other documentation. Consults with information processing and customer personnel to define requirements and available sources of information and industry best practices; provides technical guidance on methods to clarify intent, accuracy, completeness, conformity with established standards, and formatting of life cycle and other documentation guidelines based on evolving IT technology and software development tools. Makes recommendations in regard to documentation or publishing policies, standards, and procedures, and new technologies. Has substantive experience in documentation/publication discipline(s) and technologies described in an actual task order proposal.

SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

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

D.2 MARKING DELIVERABLES

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001
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E.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Quality Assurance Surveillance Plan (QASP) from ASRC Management Service's Technical Proposal dated June 14, 2005 is hereby incorporated into the subject contract (see Attachment "2" to this contract). The QASP may be modified during the contract life as deemed necessary.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

CONTRACT PERIOD	PERIOD OF PERFORMANCE
Base Period	December 1, 2005 through September 30, 2006
Option Period 1	October 1, 2006 through September 30, 2007
Option Period 2	October 1, 2007 through September 30, 2008
Option Period 3	October 1, 2008 through September 30, 2009
Option Period 4	October 1, 2009 through September 30, 2010

F.3 PROGRESS REPORTING

The Contractor shall submit a progress report monthly covering work accomplished during that period of the Contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format.

(a) A cover page containing:

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and

(5) Date of report

(b) SECTION I - An introduction covering the purpose and scope of contract effort. This shall be limited to one paragraph in all but the first and final report's narrative.

(c) SECTION II - A description of overall progress plus a separate description for each task or other logical segment of work on which effort was expended during the report period. Description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

(d) SECTION III - A description of current technical or substantive performance and any problem(s),
which may impede performance along with, proposed corrective action.

(e) SECTION IV - A planning schedule shall be included with the first progress report for all assigned tasks required under the Contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report. An explanation of any difference between actual progress and planned progress, why the differences have occurred, and --- if behind planned progress --- what corrective steps are planned.

(f) SECTION V -Financial information shall be submitted for each major task or line item cost. Data shall include:

(1) the total expenditures budgeted

(2) the total expenditures expended during the current reporting period

(3) identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable

(4) total project to-date expenditures

(5) total remaining funds.

F.4 IDENTIFICATION OF CONTRACT DELIVERABLES

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this Contract shall include the following information on the cover page of each document:

- (a) Name and business address of the Contractor
- (b) Contract number
- (c) Total dollar amount of the Contract including any modifications thereto
- (d) Name, position, and office location of the United States Patent and Trademark Office (USPTO) Contracting Officer's Technical Representative.
- (e) Date of report.

F.5 REPORTS

Final - One (1) month (s) after the effective completion date of this Contract or a task order, the Contractor shall prepare and submit to the Government in two (2) copies, in lieu of a progress report:

- (1) a comprehensive draft report containing the Contractor's findings and recommendations in conformity with the requirements of this Contract, and including therein all necessary data, and exhibits to support said findings and recommendations, a recapitulation of man-hours expended by each of the Contractor's professional employees, including officials of the Contractor, and
- (2) a brief summary of the report including short statements on the task orders objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) calendar days after receipt with comments and instructions for a format to be used in the preparation of a final report; the Contractor shall incorporate the comments into a final report and furnish the Government with two (2) copies within two (2) months of the effective completion date of this Contract or task order.

In the event the Government does not return the draft copy of the report to the Contractor within the prescribed period, the Contractor shall be permitted an extra day for each day of delay by the Government in the time required for the submission of the final report required hereunder. The Government shall not be liable for any increased costs by reason of any such delay.

F.6 DELIVERY LOCATION

Shipment of deliverable items, including reports, shall be indicated on the individual delivery order(s)/task order(s).

F.7 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The Contractor shall comply with the aforementioned Government holidays. Therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

(a) Contracting Officer's Technical Representative

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

(b) Contracting Officer

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

G.2 CONTRACTING OFFICER'S AUTHORITY

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

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

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

NAME: Mark Clayburn
ADDRESS: U.S. Patent and Trademark Office
Office of Acquisition Management
Madison West
PO BOX 1450
4th Floor, Corridor A, Room 70
600 Dulany St.
ALEXANDRIA, VA 22313-1450

PHONE NO: 571-272-5410

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

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

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

G.4 POINT OF CONTACT FOR CONTRACT ADMINISTRATION

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.



DOCUMENT REDACTED
Exemption 4 FOIA
5 USC § 522(b)(4)
USPTO FOIA 06-107

G.5 TYPE OF CONTRACT

The Government is awarding a Time and Materials contract. The Contractor shall perform the work under Contract Line Item Numbers (CLIN) 0001 - 0010 in accordance with task orders that will be issued by the USPTO.

G.6 TASK ORDERS

(a) The Contractor shall perform work under this Contract as specified in written task orders issued by the Contracting Officer. (b) Each task order will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, (4) the description of the work, and (5) identification of the period (base, option period, etc.) to which the task order is to be charged if the Contract includes overlapping option periods. (c) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of an executed task order. (d) Within five (5) calendar days after receipt of an executed task order, the Contractor shall submit a work plan to the Contracting Officer's Technical Representative and to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. (e) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, the Contractor shall promptly notify the Contracting Officer's Technical Representative and Contracting Officer in writing within five (5) calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable. (f) Within five (5) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. (g) If the Contractor has not received approval on a work plan within ten (10) calendar days after its submission, the Contractor shall stop work on that task order. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan. (h) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) calendar days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer. (i) 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 this contract, the contract shall control. Where any language in the delivery orders or task orders suggest a change to the terms or conditions of this contract, the Contractor shall immediately notify the Contracting Officer.

G.7 INVOICING AND PAYMENT INSTRUCTIONS

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

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

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

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number;
- (3) Description, price, and quantity of each CLIN;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(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.8 INVOICING/PAYMENT FREQUENCY

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

G.9 ELECTRONIC PAYMENT INFORMATION

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AWARD TERM OPTION INCENTIVES

(a) In an effort to establish a long-term business relationship based on sustained superior performance, this contract provides the contractor the opportunity to earn the addition of up to three more (un-priced) option years of contract performance (beyond the base period and regular option periods) 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 3 award term options may be earned by the contractor through achieving and maintaining superior performance levels. These performance levels will be mutually agreed upon between USPTO and the contractor in the Award Term Incentive Plan. This plan will be bilaterally added to the contract within one year after contract execution. Within 6 months after award of the resulting contract, the successful Offeror shall submit a draft of the Award Term Incentive Plan to USPTO for negotiation.

(c) The USPTO will designate an Award Term Determining Official (ATDO), who will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the contractor has earned the addition of the award term option. If the TDO authorizes the addition of an award term, the contractor shall, within 90 days, submit a priced proposal for the subject award term option year. 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 shall 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 ATDO decision.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.3 OVERTIME

Unless otherwise provided in this contract, the Contractor shall not perform any overtime work under or in connection with this contract without specific, prior, written approval from the USPTO System Development Manager (SDM) or his/her immediate supervisor.

H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT—TIME AND MATERIAL CONTRACT

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

H.5 KEY PERSONNEL

(a) The individuals identified by the contractor in its staffing plan submitted to the USPTO on November 3, 2005 under the following labor categories are designated as key personnel and shall be assigned to this contract:

Program Manager
Senior Technical Specialist
ECC System Administrator
Microsoft Server Specialist
Computer Senior Programmer
Voice Application Specialist
Computer Systems Programmer/Analyst
Computer Support Technician
Document Specialist / Technical Writer

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

The contract will be modified to reflect any approved changes of key personnel.

H.6 RESTRICTIONS AGAINST DISCLOSURE

- (a) The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees that he will not disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.
- (c) All personnel employed on this contract shall be subject to a suitability investigation in accordance with the instructions of Clauses H.14 and H.15 of this contract. At the time of contract initiation or employment (whichever comes first), each individual shall, within 3 workdays, complete and return to the COTR such forms as requested by the Government. Adverse information discovered as a result of such an investigation may result in recommendation for the employee's termination of employment from this contract.

H.7 SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the U.S. Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: U.S. Small Business Administration Washington Metropolitan Area District Office 1110 Vermont Avenue N.W., 9th Floor Washington, DC 20043-4500 (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration function to a contract administration office. (c) The contractor agrees: (1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a)

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

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Commerce. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: (d) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing anynovation agreement. The contacting activity may assign contract administration functions to a contract administration office.(e) The contractor agrees: (1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control. (2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

H.8 ADVERTISING OF AWARD

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

H.9 NOTICE TO THE GOVERNMENT OF DELAYS

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

H.10 52.217-08 OPTION TO EXTEND SERVICES (November 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the last 30-days of the contract period of performance.

H.11 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.12 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

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

H.13 SECRECY AND USAGE OF PATENT INFORMATION

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

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

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

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

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

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

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

H.14 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

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

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secpley/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
- (3) *The Computer Security Act of 1987 (P.L. 100-235)* (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

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

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.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.

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

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

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

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

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

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

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

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

DOC Procedures and Guidelines in the *Information Technology Management Handbook*

(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).

National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(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.

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

H.15 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:

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.

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

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

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

The SAC must be initiated within three working days of the subject's start of work on the contract.

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

(c) Within 5 days of beginning performance under the subject contract, 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 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

www.arnet.gov

NUMBER	TITLE	DATE
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Apr 1991
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Oct 2003
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions To Offerors-Competitive Acquisition	Oct 1997
52.215-02	Audit and Records--Negotiation	Jun 1999
52.215-08	Order of Precedence -- Uniform Contract Format	Oct 1997
52.216-7*	Allowable Cost and Payment	Dec 2002
52.216-11*	Cost Contract -- No Fee	April 1984

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

NUMBER	TITLE	DATE
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	Oct 2000
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	June 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-22	Previous Contracts and Compliance Reports	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Records on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	Dec 2001
52.222-42	Statement of Equivalent Rates for Federal Hires	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
52.223-10	Waste Reduction Program	Aug 2000
52.223-13	Certification of Toxic Chemical Release Reporting	Aug 2003
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.225-13	Restrictions on Certain Foreign Purchases (Deviation)	June 2003
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug. 1996
52.227-14	Rights in Data-General	Jun 1987
52.228-05	Insurance - Work on a Government Installation	Jan 1997

NUMBER	TITLE	DATE
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-07	Payments Under Time-And-Materials And Labor Hour Contracts	Feb 2002
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003
52.233-01	Disputes	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.237-03	Continuity of Services	Jan 1991
52.242-1*	Notice of Intent to Disallow Costs	April 1984
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes - Fixed-Price (Alternate II)	Apr 1984
52.243-03	Changes--Time-And-Material Or Labor-Hours	Sep 2000
52.245-01	Property Records	Apr 1984
52.245-02	Government Property (Fixed-Price Contracts)	June 2003
52.246-3*	Inspection of Supplies -- Cost-Reimbursement	May 2001
52.249-06	Termination (Cost Reimbursement) - Alternate IV Alt IV	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	April 1984
52.252-06	Authorized Deviations in Clauses	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

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

I.2 CLAUSES INCORPORATED IN FULL TEXT

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

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

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

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

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

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

(d)

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

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

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)**

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be-

- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts-
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may-
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors

by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action --

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of --

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this

section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or

analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes --

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

52.204-7 Central Contractor Registration, Alternate 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) The Contractor shall be registered in the CCR database by **the date of award of the resulting contract**. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor 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.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.244-06 Subcontracts for Commercial Items (Apr 2003)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT

Attachment "1" – Offeror proposed Section B fully burdened labor rates.

Attachment "2" – Quality Assurance Surveillance Plan (QASP) from ASRC Management Service's Technical Proposal dated June 14, 2005.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Items 0001, 0003, 0005, 0007 and 0009 - The contractor shall furnish the Government with necessary material, equipment, services, training and personnel to operate, maintain, develop, expand, enhance and implement ECC and related telephone customer service systems for the USPTO.

LABOR CATEGORY	SCHEDULE OF PRICES				
	Item 0001 36036 Est. M/Hrs	Item 0003 36036 Est. M/Hrs	Item 0005 36036 Est. M/Hrs	Item 0007 36036 Est. M/Hrs	Item 0009 36036 Est. M/Hrs
	BASE YEAR	OPTION YR 1	OPTION YR 2	OPTION YR 3	OPTION YR 4
PROGRAM MANAGER	\$ 156.37	\$ 163.21	\$ 170.35	\$ 177.79	\$ 184.90
SENIOR TECHNICAL SPECIALIST					
SENIOR TECHNICAL SPECIALIST I	\$ 81.30	\$ 84.87	\$ 88.56	\$ 92.46	\$ 96.16
SENIOR TECHNICAL SPECIALIST II	\$ 92.94	\$ 96.99	\$ 101.21	\$ 105.64	\$ 109.87
SENIOR TECHNICAL SPECIALIST III	\$ 104.54	\$ 109.11	\$ 113.89	\$ 118.86	\$ 123.61
SENIOR TECHNICAL SPECIALIST IV	\$ 111.96	\$ 116.84	\$ 121.95	\$ 127.27	\$ 132.36
SENIOR TECHNICAL SPECIALIST V	\$ 134.02	\$ 139.89	\$ 146.03	\$ 152.42	\$ 158.52
ECC SYSTEM ADMINISTRATOR					
ECC SYSTEM ADMINISTRATOR I	\$ 58.09	\$ 60.62	\$ 63.26	\$ 66.03	\$ 68.67
ECC SYSTEM ADMINISTRATOR II	\$ 69.70	\$ 72.75	\$ 75.93	\$ 79.26	\$ 82.43
ECC SYSTEM ADMINISTRATOR III	\$ 81.30	\$ 84.87	\$ 88.56	\$ 92.46	\$ 96.16
ECC SYSTEM ADMINISTRATOR IV	\$ 92.00	\$ 96.03	\$ 100.22	\$ 104.61	\$ 108.79
ECC SYSTEM ADMINISTRATOR V	\$ 104.54	\$ 109.11	\$ 113.89	\$ 118.86	\$ 123.61
MICROSOFT SERVER SPECIALIST					
MICROSOFT SERVER SPECIALIST I	\$ 58.09	\$ 60.62	\$ 63.26	\$ 66.03	\$ 68.67
MICROSOFT SERVER SPECIALIST II	\$ 69.70	\$ 72.75	\$ 75.93	\$ 79.26	\$ 82.43
MICROSOFT SERVER SPECIALIST III	\$ 81.30	\$ 84.87	\$ 88.56	\$ 92.46	\$ 96.16
MICROSOFT SERVER SPECIALIST IV	\$ 92.94	\$ 96.99	\$ 101.21	\$ 105.64	\$ 109.87
MICROSOFT SERVER SPECIALIST V	\$ 104.54	\$ 109.11	\$ 113.89	\$ 118.86	\$ 123.61
COMPUTER SENIOR PROGRAMMER					
COMPUTER SENIOR PROGRAMMER I	\$ 58.09	\$ 60.62	\$ 63.26	\$ 66.03	\$ 68.67
COMPUTER SENIOR PROGRAMMER II	\$ 69.70	\$ 72.75	\$ 75.93	\$ 79.26	\$ 82.43
COMPUTER SENIOR PROGRAMMER III	\$ 83.40	\$ 87.05	\$ 90.85	\$ 94.83	\$ 98.62
COMPUTER SENIOR PROGRAMMER IV	\$ 98.36	\$ 102.65	\$ 107.14	\$ 111.80	\$ 116.27
COMPUTER SENIOR PROGRAMMER V	\$ 104.54	\$ 109.11	\$ 113.89	\$ 118.86	\$ 123.61
VOICE APPLICATION SPECIALIST					
VOICE APPLICATION SPECIALIST I	\$ 58.09	\$ 60.62	\$ 63.26	\$ 66.03	\$ 68.67
VOICE APPLICATION SPECIALIST II	\$ 69.70	\$ 72.75	\$ 75.93	\$ 79.26	\$ 82.43
VOICE APPLICATION SPECIALIST III	\$ 81.30	\$ 84.87	\$ 88.56	\$ 92.46	\$ 96.16
VOICE APPLICATION SPECIALIST IV	\$ 91.43	\$ 95.44	\$ 99.61	\$ 103.96	\$ 108.12
VOICE APPLICATION SPECIALIST V	\$ 104.54	\$ 109.11	\$ 113.89	\$ 118.86	\$ 123.61
COMPUTER SYSTEMS PROGRAMMER/ANALYST					
COMPUTER SYSTEMS PROGRAMMER/ANALYST I	\$ 67.12	\$ 70.05	\$ 73.12	\$ 76.32	\$ 79.37
COMPUTER SYSTEMS PROGRAMMER/ANALYST II	\$ 72.49	\$ 75.67	\$ 78.96	\$ 82.42	\$ 85.72
COMPUTER SYSTEMS PROGRAMMER/ANALYST III	\$ 83.40	\$ 87.05	\$ 90.85	\$ 94.83	\$ 98.62
COMPUTER SYSTEMS PROGRAMMER/ANALYST IV	\$ 98.36	\$ 102.65	\$ 107.14	\$ 111.80	\$ 116.27
COMPUTER SYSTEMS PROGRAMMER/ANALYST V	\$ 111.50	\$ 116.39	\$ 121.48	\$ 126.81	\$ 131.88
COMPUTER SUPPORT TECHNICIAN					
COMPUTER SUPPORT TECHNICIAN I	\$ 55.62	\$ 58.06	\$ 60.62	\$ 63.26	\$ 65.79
COMPUTER SUPPORT TECHNICIAN II	\$ 58.28	\$ 60.81	\$ 63.49	\$ 66.26	\$ 68.91
COMPUTER SUPPORT TECHNICIAN III	\$ 67.30	\$ 70.26	\$ 73.33	\$ 76.53	\$ 79.59
COMPUTER SUPPORT TECHNICIAN IV	\$ 74.26	\$ 77.53	\$ 80.91	\$ 84.46	\$ 87.84
COMPUTER SUPPORT TECHNICIAN V	\$ 83.57	\$ 87.23	\$ 91.06	\$ 95.03	\$ 98.83
DOCUMENT SPECIALIST/TECHNICAL WRITER					
DOCUMENT SPECIALIST/TECHNICAL WRITER I	\$ 66.31	\$ 69.21	\$ 72.22	\$ 75.38	\$ 78.40
DOCUMENT SPECIALIST/TECHNICAL WRITER II	\$ 69.70	\$ 72.75	\$ 75.93	\$ 79.26	\$ 82.43
DOCUMENT SPECIALIST/TECHNICAL WRITER III	\$ 81.30	\$ 84.87	\$ 88.56	\$ 92.46	\$ 96.16
DOCUMENT SPECIALIST/TECHNICAL WRITER IV	\$ 92.94	\$ 96.99	\$ 101.21	\$ 105.64	\$ 109.87
DOCUMENT SPECIALIST/TECHNICAL WRITER V	\$ 104.54	\$ 109.11	\$ 113.89	\$ 118.86	\$ 123.61
PROJECT ADMINISTRATION SPECIALIST					
PROJECT ADMINISTRATION SPECIALIST I	\$ 33.14	\$ 34.58	\$ 36.10	\$ 37.69	\$ 39.20
PROJECT ADMINISTRATION SPECIALIST II	\$ 44.51	\$ 46.45	\$ 48.49	\$ 50.60	\$ 52.62
PROJECT ADMINISTRATION SPECIALIST III	\$ 50.26	\$ 52.46	\$ 54.76	\$ 57.15	\$ 59.44
PROJECT ADMINISTRATION SPECIALIST IV	\$ 53.68	\$ 56.01	\$ 58.48	\$ 61.04	\$ 63.48
PROJECT ADMINISTRATION SPECIALIST V	\$ 60.53	\$ 63.16	\$ 65.95	\$ 68.83	\$ 71.58
13 CUSTOMER TRAINER					
13 CUSTOMER TRAINER I	\$ 55.94	\$ 58.38	\$ 60.93	\$ 63.59	\$ 66.13
13 CUSTOMER TRAINER II	\$ 67.55	\$ 70.50	\$ 73.58	\$ 76.81	\$ 79.88
13 CUSTOMER TRAINER III	\$ 79.16	\$ 82.63	\$ 86.24	\$ 90.00	\$ 93.60
13 CUSTOMER TRAINER IV	\$ 90.78	\$ 94.77	\$ 98.91	\$ 103.22	\$ 107.35
13 CUSTOMER TRAINER V	\$ 102.40	\$ 106.87	\$ 111.54	\$ 116.42	\$ 121.08
SUBJECT MATTER SPECIALIST					
SUBJECT MATTER SPECIALIST I	\$ 137.78	\$ 143.81	\$ 150.11	\$ 156.68	\$ 162.95
SUBJECT MATTER SPECIALIST II	\$ 153.75	\$ 160.46	\$ 167.49	\$ 174.81	\$ 181.80
SUBJECT MATTER SPECIALIST III	\$ 171.52	\$ 179.04	\$ 186.84	\$ 195.02	\$ 202.82
SUBJECT MATTER SPECIALIST IV	\$ 191.40	\$ 199.80	\$ 208.52	\$ 217.64	\$ 226.35
SUBJECT MATTER SPECIALIST V	\$ 213.57	\$ 222.90	\$ 232.65	\$ 242.85	\$ 252.56

Items 0002, 0004, 0006, 0008 and 0010

Necessary Material/Equipment,

(These supplies will be listed on Individual Task Orders

and procured on a cost reimbursement basis (See Section B.4 of the Contract))

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A.6 Quality Assurance Surveillance Plan (QASP)

The Quality Assurance Surveillance Plan (QASP) defines the performance measures used to evaluate ASRC MS performance. This plan includes the performance standards and the metrics that define the criteria for performance ratings and award incentives. These performance measures are based on the requirements in C.3, "Work to be Performed", and the USPTO Life Cycle Management (LCM) methodology.

Quality areas that will be addressed include:

- Adherence to Life Cycle Management (LCM) methodology – production of LCM deliverables, participation and success of Technical Review Boards.

- Adherence to USPTO and Government plans and guidelines – at a minimum, adherence to and compatibility with the USPTO 21st Century Strategic Plan, the OCIO Strategic Information Technology Plan, and the Patent and Trademark Acquisition Guideline. Other adherence requirements will be addressed as needed.
- Performance to service-level requirements, adherence to response requirements for service and deliverables.

The ASRC Team provides a comprehensive set of metrics for measuring our performance across all facets of the ECC contract. Recognizing that the ECC mission extends over a variety of activities, we have constructed a set of standards and measures for each type of activity. **Exhibit A-19**

contains the performance standards and metrics for the ECC project. Organized into Major Development, Minor Development and Operations, and arranged according to LCM phases where appropriate.

All performance measures are quantitative, providing specific criteria for measurement. Three levels of performance ratings are defined:

1. Unsatisfactory – performance (service and/or deliverables) fails to meet the USPTO minimum standards for timeliness, budget, and quality of work.
2. Good – performance meets the USPTO minimum standards for timeliness, budget, and quality of work.
3. Superior – Performance exceeds the USPTO minimum standards for timeliness, budget, and quality of work.

Application to Performance Incentives

The ASRC PM will track performance against all contract deliverables on a monthly basis. At the end of each month, or upon completion of contract task or deliverable, the PM will record our performance rating. On a monthly basis, the PM will prepare a report detailing these ratings and deliver it to the USPTO for information/concurrence. We propose assessing incentives and penalties based on the fraction of deliverables that are rated as Unsatisfactory or Superior in this report.

Penalties for Unsatisfactory Performance

Each month, the PM computes the fraction of “Unsatisfactory” deliverables and, using the data in Exhibit A-20, authorizes an invoice deduction accordingly. As an example, should 15% of a month’s

deliverables be evaluated as “Unsatisfactory”, a 2% reduction will be applied on the invoice.

Incentives for Superior Performance

It is difficult to assess non-monetary incentives for superior performance. Noting that the anticipated contract includes the provision for award terms, we propose that these terms be used to reward Superior Performance. In particular, the PM will track and record those months that ASRC MS

Exhibit A-20 Performance Penalties

% Unsatisfactory	Cost Penalty
1-10%	1.0%
11-20%	2.0%
21-30%	3.0%
>40%	5.0%

achieves a rating of “Superior” on at least 80% of the tasks/deliverables. After achieving this level for 6 monthly periods, we propose that a 6 month award term be assigned. ASRC MS would therefore be incentivised to perform at the “Superior” level at least 36 times to obtain the full award term.

Contractor Experience – Although ASRC MS is not required to use a QASP plan on any active contracts, teammate SII is using them on their Transportation Security Administration (TSA) Contact Center and Consumer Product Safety Commission Contact Center contracts (see Section B, Past Performance). Both contracts are performance-based and demonstrate SII’s experience with implementing performance-based methodologies for contact centers such as the ECC.

Exhibit A-19: Performance Standards and Metrics

Major Development/Enhancement Effort Performance Measures						
LCM Phase	SOW Reference	Measures	Standards	Unsatisfactory	Good	Superior
Concept	C.3.1, C.3.9, C.3.10, C.3.11, C.3.12		<ul style="list-style-type: none"> Tasks: complete all tasks required for TRB. Reviews: complete TRB reviews. Deliverables: complete all required documentation listed in LCM and Task Orders. Remain within budget and schedule as specified in Task Order and project plans. 	<ul style="list-style-type: none"> > 3 major defects >0 missed deliverables > 15% budget overrun* 	<ul style="list-style-type: none"> 1-3 major defects 0 missed deliverables <15% budget overrun* 	<ul style="list-style-type: none"> 0 major defects 0 missed deliverables budget underrun plus "Good" rating
Detailed Analysis and Design	C.3.1,	Schedule, budget, and number of major defects found at Technical Review Board (TRB)				
Development	C.3.2, C.3.3, and C.3.4,					
Deployment	C.3.4, C.3.5, and C.3.8,					
Minor Development/Enhancement Effort Performance Measures						
Effort Phase	SOW Reference	Measures	Standards	Unsatisfactory	Good	Superior
Requirements Approval			<ul style="list-style-type: none"> Tasks: complete all tasks required. Deliverables: complete all required documentation listed in project plan. 	<ul style="list-style-type: none"> > 1 major defects >0 missed deliverables > 15% budget overrun.* 	<ul style="list-style-type: none"> <2 major defects 0 missed deliverables <15% budget overrun* 	<ul style="list-style-type: none"> 0 major defects 0 missed deliverables budget underrun or ahead of schedule
Project Schedule Approval	C.3.8 and others as appropriate	Schedule, budget, and number of major defects				
Implementation						

*Except for customer directed changes and increases in work scope

Exhibit A-19: Performance Standards and Metrics (cont.)

Operations Performance Measures (RFP C.3.6)

Standards	Unsatisfactory	Good	Superior
<p><u>Critical Problem</u>: Initial report within 15 minutes and every 30 minutes thereafter.</p> <p><u>Under Control</u>: Initial report within 1 hour and twice daily thereafter.</p> <p><u>Other</u>: Initial report within 1 day and every week thereafter.</p>	<ul style="list-style-type: none"> <u>Critical</u>: greater than 30 minutes initial and 60 minutes thereafter <u>Under Control</u>: greater than 2 hours initial and less than once daily thereafter. <u>Other</u>: greater than 2 days initial and every 2 weeks thereafter 	<ul style="list-style-type: none"> <u>Critical</u>: 15 minutes initial, 30 minutes thereafter <u>Under Control</u>: within 2 hours initial and twice daily thereafter <u>Other</u>: < 1 day initial and every week thereafter 	<ul style="list-style-type: none"> <u>Critical</u>: Initially 7.5 minutes and 15 minutes thereafter <u>Under Control</u>: within 30 minutes and 4 times daily thereafter <u>Other</u> within 4 hours initial and every 2.5 days thereafter
<p><u>Critical Problems</u>: 1) For problems exclusive to ECC, conduct resolution implementation within 30 minutes of initial report; 2) for problems exclusive to USPTO vendors, present resolution implementation within 30 minutes of initial report; 3) for problems involving 3rd parties outside USPTO, present resolution implementation within 30 minutes of initial report.</p> <p><u>Under Control</u>: 1) For problems exclusive to ECC, conduct resolution implementation within 2 hours of initial report; 2) for problems exclusive to USPTO vendors, present resolution implementation within 2 hours of initial report; 3) for problems involving 3rd parties outside USPTO, present resolution implementation within 2 hours of initial report.</p> <p><u>Other</u>: 1) For problems exclusive to ECC, conduct resolution implementation within 1 day of initial report; 2) for problems exclusive to USPTO vendors, present resolution implementation within 3 days of initial report; 3) for problems involving 3rd parties outside USPTO, present resolution implementation within 5 days of initial report.</p>	<ul style="list-style-type: none"> <u>Critical</u>: within 60 minutes <u>Under Control</u>: within 4 hours <u>Other</u>: 1) within 2 days for problems exclusive to ECC; 2) within 6 days for problems exclusive to USPTO vendors; 3) within 10 days for problems involving 3rd parties. 	<ul style="list-style-type: none"> <u>Critical</u>: within 30 minutes. <u>Under Control</u>: within 2 hours <u>Other</u>: 1) within 1 day for problems exclusive to ECC; 2) within 3 days for problems exclusive to USPTO vendors; 3) within 5 days for problems involving 3rd parties. 	<ul style="list-style-type: none"> <u>Critical</u>: within 15 minutes. <u>Under Control</u>: within 1 hour <u>Other</u>: 1) within 4 hours for problems exclusive to ECC; 2) within 1.5 days for problems exclusive to USPTO vendors; 3) within 2.5 days for problems involving parties.

Commitment and Involvement Statement for Operations Support:

Personnel of the ASRC Team, who should be involved with problem resolution, will maintain relative focus on the issue, as soon as the problem is received, until the system is up and/or the call center(s) return(s) to normal business functionality.

All problem tickets must be resolved within a timely manner.

<u>Problem Type:</u>	<u>Initial Notification and subsequent interval for reporting to the System Development Manager:</u>	<u>Resolution time: Based on SLA, but at a minimum must meet the following...</u>
<u>Critical problem: System down or not working properly causing call center critical business functionality degradation.</u>	<u>Immediately upon learning of the issue, at a minimum the problem will be initially reported within 15 minutes; and every 30 minutes thereafter, until the system is up and the call center(s) return to normal business functionality.</u>	<u>For problems exclusive to ECC: The resolution implementation will be conducted within 30 minutes of initial report; otherwise For significant problems exclusive to USPTO vendors: The resolution implementation will be presented within 30 minutes of initial report; otherwise For significant problems involving 3rd parties outside USPTO: The resolution implementation will be presented within 30 minutes of initial report.</u> <u>Contractor must work closely with the 3rd party involved until problem is resolved.</u>
<u>Under Control: Call centers operating at normal business levels, but reports not working or not displayed correctly.</u>	<u>Upon learning of the issue, at a minimum the problem will be initially reported within 1-hour; and every twice-daily thereafter, until the reports are working and applications are displaying correctly.</u>	<u>For problems exclusive to ECC: The resolution implementation will be conducted within 2 hour(s) of initial report; otherwise For significant problems exclusive to USPTO vendors: The resolution implementation will be presented within 2 hour(s) of initial report; otherwise For significant problems involving 3rd parties outside USPTO: The resolution implementation will be presented within 2 hour(s) of initial report.</u> <u>Contractor must work closely with the 3rd party, and provide twice-daily reports on work statuses.</u>
<u>Other: Any problems that lie outside the scope of general business problem detection, and does not lie within the scope of Critical or Under Control as described above.</u>	<u>Upon learning of the issue, at a minimum the problem will be initially reported within 1 day; and every week thereafter, until the issues are resolved satisfactorily for the SDM and Project Managers involved.</u>	<u>For problems exclusive to ECC: The resolution implementation will be conducted within 1 day(s) of initial report; otherwise For significant problems exclusive to USPTO vendors: The resolution implementation will be presented within 3 day(s) of initial report; otherwise For significant problems involving 3rd parties outside USPTO: The resolution implementation will be presented within 5 day(s) of initial report. Contractor must work closely with the 3rd party, and provide daily reports on work statuses.</u>

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The Quality Assurance Surveillance Plan (QASP) defines the performance measures used to evaluate ASRC MS performance. This plan includes the performance standards and the metrics that define the criteria for performance ratings and award incentives. These performance measures are based on the requirements in C.3, "Work to be Performed", and the USPTO Life Cycle Management (LCM) methodology.

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Detailed Analysis and Design	C.3.1,					
Development	C.3.2, C.3.3, and C.3.4,					
Deployment	C.3.4, C.3.5, and C.3.8,					
Minor Development/Enhancement Effort Performance Measures						
Effort Phase	SOW Reference	Measures	Standards	Performance Metrics		
Requirements Approval • Project Schedule Approval Implementation	C.3.8 and others as appropriate	Schedule, budget, and number of major defects	<ul style="list-style-type: none"> Tasks: complete all tasks required. Deliverables: complete all required documentation listed in project plan. 	Unsatisfactory <ul style="list-style-type: none"> > 1 major defects >0 missed deliverables > 15% budget overrun.* 	Good <ul style="list-style-type: none"> <2 major defects 0 missed deliverables <15% budget overrun* 	Superior <ul style="list-style-type: none"> 0 major defects 0 missed deliverables budget underrun or ahead of schedule

*Except for customer directed changes and increases in work scope

Exhibit A-19: Performance Standards and Metrics (cont.)
Operations Performance Measures (REP C.3.6)

Standards	Unsatisfactory	Good	Superior
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