

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER PROC1300110	
2. CONTRACT NO. DOC50PAPT1300069		3. AWARD/EFFECTIVE DATE 01/15/2013		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls) 571-273-8014	
9. 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		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR	
		PROCURE		<input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS NAICS: 541612 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 6(A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS	
<input type="checkbox"/> SEE SCHEDULE				13b. RATING	
15. DELIVER TO		CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
				15. ADMINISTERED BY	
		CODE			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY OFFICE OF FINANCE	
CNI TECHNICAL SERVICES, LLC 7801 JEFFERSON STREET N.E., SUITE 320 ALBUQUERQUE, NM 87109-5907 DUNS: 808384205		CNITECH		CODE	
		FACILITY CODE		FINANCE1	
Telephone No.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
See Lines					
25. ACCOUNTING AND APPROPRIATION DATA 2013-Z-2697				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED, ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED, ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. CNI's Proposal Volume I.V OFFER DATED 11/29/2012. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
				Heather M. Bakos	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)	
				Heather Bakos	
				31c. DATE SIGNED 01/15/2013	

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STANDARD FORM 1449 (REV. 02/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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**Section B - Supplies or Services and Prices/Costs**

Base Period of Performance: 2/1/2013 - 1/31/2014

Option Period 1: 2/1/2014 - 1/31/2015

Option Period 2: 2/1/2015 - 1/31/2016

Option Period 3: 2/1/2016 - 1/31/2017

Option Period 4: 2/1/2017 - 1/31/2018

Item	Supplies or Services	Unit Price	Quantity	Price	Amount
0001	Human Capital Consulting Service and Staff Support	0.000000	EA	\$0.0000	\$0.00
Period of Performance: 02/01/2013 - 01/31/2014 Delivery Schedule: <u>Delivery Number</u> <u>Delivery Date</u> <u>Quantity</u>					
Description:					
Requisition Number: PROC1300110					
Base/Option (Period or Quantity): Base					
1. 2013 - Z - - - - - 2697 - - - - -					
\$0.00					

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**Accounting and Appropriations Data:**

<b>Accounting and Funding Total:</b>
\$0.00

**SECTION B – SCHEDULE OF SUPPLIES AND SERVICES**

DESCRIPTION	BASE 2/1/13-1/31/14		OPTION YEAR 1 2/1/14-1/31/15		OPTION YEAR 2 2/1/15-1/31/16		OPTION YEAR 3 2/1/16-1/31/17		OPTION YEAR 4 2/1/17-1/31/18	
	CLIN	RATE	CLIN	RATE	CLIN	RATE	CLIN	RATE	CLIN	RATE
CONSULTING SERVICES -C.4.1	0001		1001		2001		3001		4001	
ECQ SPECIALIST- C.4.2.e	0002		1002		2002		3002		4002	
STAFFING SPECIALIST- C.4.2.b	0003		1003		2003		3003		4003	
RETIREMENT SPECIALIST- C.4.2.c	0004		1004		2004		3004		4004	
PROGRAM ANALYST- C.4.2.h	0005		1005		2005		3005		4005	
REPORT WRITER/ DATABASE ANALYST- C.4.2.g	0006		1006		2006		3006		4006	
CLASSIFICATION SPECIALIST- C.4.2.a	0007		1007		2007		3007		4007	
PAYROLL SPECIALIST- C.4.2.d	0008		1008		2008		3008		4008	
TRAINING SUPPORT- C.4.2.f	0009		1009		2009		3009		4009	
ADMINISTRATIVE SUPPORT- C.4.3a&b	0010		1010		2010		3010		4010	
OTHER HR SUPPORT- C.4.3.c	0011		1011		2011		3011		4011	
SR ADVISOR- C.4.4.a	0012		1012		2012		3012		4012	
PROGRAM MANAGER-C.4.1.i	0013		1013		2013		3013		4013	

**B.2 TASK ORDER STRUCTURE**

Work to be performed under the terms of this contract will be awarded to the contractor through task orders. All contractors are expected to be able to perform all aspects of the work in Section C. These task orders will be Firm Fixed Price.

Task orders issued under the contracts will be performance-based and will contain the performance metrics when issued (See E.2)

All IDIQ holders will have fair opportunity for Task Orders.

### **B.3 RESERVED**

### **B.4 TASK ORDER PRICING**

All task orders issued will be priced in accordance with the pricing set forth in Section B.1, Schedule of Supplies. The hourly rates are ceiling rates and the Contractor may, at its discretion, elect to propose lower hourly rates on a task by task basis.

Labor Categories: Each labor category represents a fully-burdened hourly rate for each skill classification. The fully-burdened labor rate includes all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs; wages, bonuses to includes stock bonuses, incentive awards, employees stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, overtime, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. The use of uncompensated overtime is not encouraged. All hourly rates are based on a 40 hour work week. A Full Time Equivalent (FTE) is calculated at 1900 hours per year.

**No contractor site rate will be required.**

### **B.5 RATE REFRESHMENT**

The labor rates are fixed for the base period and all four option periods; however, the Contractor may submit a proposal reducing the fixed labor rates at any time during the life of this contract. The government will review the proposal and determine if the revised rates are in the best interest of the government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into Section B.1.

At any time throughout the contract life, at the request of the contractor or the Government, new labor categories and rates may be proposed. These labor categories and their rates will be negotiated on a case by case basis. Upon determination of fair and reasonableness, these rates will be incorporated into Section B.1.

### **B.6 TASK ORDERS**

The USPTO will provide each contractor with a Statement of Work (SOW) for each task order to be issued. Each contractor is required to submit a Task Order Submission Form (Section J, Attachment 2) should they wish to be considered for Task Order award. The

Contract #DOC50PAPT1300009  
Human Capital Consulting Services and Staff Support

USPTO will make an award selection based upon a best value determination considering the knowledge, skills, and abilities of the proposed support personnel and price.

Task Orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall notify the Contracting Officer within five (5) calendar days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order issued under the contract, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

## **C. STATEMENT OF WORK**

### **C.1 OVERVIEW**

The USPTO has an ongoing need for contractor services. To ensure it has the capacity and expertise to meet its current and future human capital challenges, the USPTO intends to establish a contract that can be utilized by any business unit but the major services will be provided to the Office of Human Resources for assistance in the full range of human capital management services, from consulting and advisory support to staff augmentation and special projects.

Potential areas of support include:

- a. Human capital consulting
  - i. Business process reengineering
  - ii. Marketing and outreach
  - iii. Talent management
  - iv. Organizational design
  - v. e-government and automation
  - vi. Change management
  - vii. Workforce analysis and workforce strategic planning
  - viii. Project management
  - ix. Competency modeling
  - x. Senior executive resources
  - xi. Other HR consulting services
- b. Workforce planning and analysis
- c. Organizational design
- d. Recommendations on policy development and implementation
- e. Management advisory services
- f. Position classification and audits
- g. Staffing support
- h. Training and employee development
- i. Employment operations support
- j. Performance management
- k. Payroll support (specifically within the National Finance Center "NFC" environment)
- l. Benefits and retirement support
- m. Executive Core Qualifications (ECQ) support for Senior Executive Service (SES) positions, and additional SES support
- n. Human resources automation systems and initiatives support
- o. Regulatory requirements guidance
- p. Changes in regulations, new initiatives
- q. Change management strategies
- r. Human capital
- s. Accountability
- t. Reports
- u. Database analysis



- v. Competency modeling
- w. Administrative assistance

## **C.2 BACKGROUND**

The USPTO is a federal agency in the Department of Commerce (DOC), which is headquartered in Alexandria, VA, with a Detroit “satellite office” and additional “satellite offices,” which are under development in Denver, Dallas, and Silicon Valley. The office employs over 10,000 full time staff to support its major functions – the examination and issuance of patents and the examination and registration of trademarks.

The USPTO has evolved into a unique government agency. Since 1991 – under the Omnibus Budget Reconciliation Act (OBRA) of 1990 – the agency has been fully fee-funded. The primary services that the agency provides include processing patent and trademark applications and disseminating patent and trademark information.

Through the issuance of patents, the USPTO encourages technological advancement by providing incentives to invent, invest in, and disclose new technology worldwide. Through the registration of trademarks, the agency assists businesses in protecting their investments, promoting goods and services, and safeguarding consumers against confusion and deception in the marketplace. By disseminating both patent and trademark information, the USPTO promotes an understanding of intellectual property protection and facilitates the development and sharing of new technologies worldwide.

With the implementation of new technology and new business processes comes the need to address anew the deployment of USPTO employees in a variety of roles. In some cases, this will result in minor re-adjustments within an area. In other cases, it will result in major shifts with the need for employees with very different skill sets than those currently available within our organization. Within OHR we must continue to plan and analyze our workforce and, on occasions where there is a greatly increased demand for services, we must look for “temporary” services to meet those needs.

## **C.3 OHR INTERNAL STRUCTURE**

The contractor shall work with the Office of Human Resources (OHR), providing aforementioned range of human capital consulting and support staff services. OHR has approximately 120 employees and is located at 550 Elizabeth Lane, Alexandria, VA 22314. OHR is comprised of the following eight divisions:

- a. Patents Employment (Patents)
- b. Trademarks and Corporate Employment (TMCO)
- c. Enterprise Training (ETD)
- d. Employee Relations (ER)

- e. Labor Relations (LR)
- f. Strategic Human Capital (SHCD)
- g. Compensation and Benefits (CBD)
- h. The Director's Office (DO), encompassing:
  - 1. Executive Resources
  - 2. HR Information Systems (HRIS)
  - 3. Resource Management (RMT) and Quality Review Team (QRT)

The need for contractor support staff in various areas will fluctuate as our human capital and support staff needs change as hiring requirements ebb and flow.

#### **C.4 LABOR CATEGORIES**

##### **C.4.1 Human Capital Consulting Services**

Consultants are needed to research, evaluate, and interpret human resource management and related policies and regulations in order to provide innovative solutions and recommendations to achieve organizational goals.

Consultant's education level must range from:

Master's degree preferred and one to three years' experience successfully performing management consulting or related work to Advanced degree/training and up to or exceeding 15 years of progressive experience. Relevant experience includes, but is not limited to, experience in leading major strategic management projects. These senior personnel are renowned experts in their areas of expertise and have extensive experience as leaders and senior executives.

The Human Capital consulting service categories include, but are not limited to:

##### **a. Business Process Reengineering**

1. Provide recommendations and solutions to USPTO OHR operational challenges in general, and resulting from different hiring practices and proposed new workflows, fluctuating hiring goals, and new automation products.
2. Independently and quickly devise strategies and recommendations based on his/her independent assessment and identification of the crux of problems and challenges facing the USPTO and OHR.
3. Efficiently engage senior level leaders and executives across USPTO to present and defend those strategies and recommendations.
4. Provide superb project management expertise to devise implementation strategies OHR leaders can use to see those projects through to completion.

5. Create reports, metrics, tracking mechanisms, and analysis of employment areas involving applicants, vacancy announcement question responses, and job offers.
6. Evaluate and make recommendations for efficiency in workflow of activities in the Division to ensure best use of available staff and contractor resources.

**b. Marketing and Outreach**

1. Provide recommendations and solutions to USPTO marketing and outreach challenges resulting from fluctuating hiring goals, fierce competition for technical and engineering talent, expanding efforts to reach highly-technical veteran pools, and new USPTO locations.
2. Independently and quickly devise strategies and recommendations based on independent assessments and identification of the crux of marketing and outreach problems and challenges facing USPTO and OHR.
3. Efficiently engage senior level leaders and executives across USPTO to present and defend those strategies and recommendations.
4. Provide superb project management expertise to devise implementation strategies OHR leaders can use to see those projects through to completion.
5. Develop strategic marketing messages and outreach strategies for a variety of audiences.
6. Determine the necessary data to analyze the return on investment (ROI) for recruitment and outreach events.
7. Evaluate data to document the “typical” profiles of the most frequently filled USPTO positions, and provide recommendations for increasing those kinds of applicants to future vacancy announcements.

**c. Talent Management**

1. Evaluate federal employment and staffing processes to identify areas in need of standardization, consistency, and efficiency.
2. Use federal employment operations knowledge to analyze employment practices, develop and recommend standard operating procedures, job aids, checklists.
3. Provide staff guidance on a range of hiring practices to include new employee processing and orientation, applicant notification, and use of automated hiring systems.
4. Identify activities, tasks, timelines and milestones for inclusion in project plans associated with implementing the above staffing process improvements.
5. Assist senior consultants and OHR supervisors with human capital and employment operational challenges in general, and resulting from different federal hiring practices, proposed new workflows, fluctuating hiring goals, and new automation products.

6. Assist the government with managing projects related to human capital or operational improvements to produce and track project milestones, tasks, and required resources.
7. Create reports, graphs, metrics, and tracking mechanisms; and provide analysis, e.g., in the recruitment and outreach area. This includes tracking number of applicants, responses to vacancy announcement questions, and job offers.
8. Assist with the coordination of outreach efforts by collecting, tracking, and analyzing data with regard to ROI and hiring trends for marketing and recruitment activities.
9. Analyze OHR processes and develop work flow diagrams/ flow charts.
10. Through reports and metrics, analyze progress to achieve organizational hiring goals.

**d. Organizational Design to include Realignments, Restructuring, Reorganizations**

1. Evaluate organizational structures in relation to designed organizational strategies and mission requirements, and recommend organizational structures to bring those elements into alignment.
2. Recommend succession planning, career pathways, and future growth into organizational design components.
3. Recommend communication strategies and methods for adapting structures to unionized environments.
4. Make recommendations on appropriate mission/function statements.
5. Make recommendations on new positions in line with the recommended or revised structure.

**e. Support HR-Related E-Government and Automation Initiatives**

1. Coordinate knowledge transfer from client programs.
2. Provide documentation on updated procedures, FAQ, and related resolution procedures.
3. Facilitate review and validation of procedures.
4. Assist in developing or refining business processes.
5. Assist in developing and deploying methods and/or tools for acquiring and analyzing data from existing databases.
6. Make recommendations on the implementation of service improvements/enhancements based on findings.
7. Assist in implementing customer satisfaction surveys.
8. Analyze trends and patterns in usage and service delivery (e.g., root-cause analyses).
9. Assist in managing programs or processes against USPTO-defined performance standards.
10. Benchmark practices and procedures.

11. Assist in developing and implementing communication plans.
12. Assist USPTO in preparing for transition to new system and/or processes.
13. Assist in developing training plans for new programs.
14. Coordinate assessment of ongoing training.
15. Make recommendations on the implementation of service improvements/enhancements.
16. Attend relevant meetings, briefings, and working sessions and follow up on issues from identification to resolution.

**f. Change Management**

1. Assist in developing and executing interventions to enhance / change processes.
2. Assist in developing strategies to communicate change effectively.
3. Develop a set of actionable and targeted change management plans, including communication plan, and assist in plan implementation.
4. Support project teams in integrating change management activities into their project plans.
5. Create change management plans that minimize employee resistance, performance gaps, developing specific corrective action plans to mitigate or address concerns and risks that may arise.
6. Maximize employee engagement; create and enable reinforcement mechanisms and celebrations of success.
7. Apply a structured change management approach and methodology for the impact of change on employees, caused by projects and change efforts.
8. Conduct readiness assessments, evaluate results, document lessons learned, and present findings in a logical and understandable manner.

**g. Workforce Analysis and Strategic Workforce Planning**

1. Assist in preparing workforce analysis plans that detail how organizations will be assessed in terms of current and future human resources needs.
2. Develop and analyze data on employee demographics and employment trends.
3. Use skill inventories and other means to identify current organizational, occupational and functional skill mixes.
4. Project how competencies in the workforce will change over time given the likely trends in demographic patterns and workplace dynamics.
5. Assist in conducting organizational position and structure reviews to determine where Federal Full-time Equivalent (FTE) and contractor positions are located and how they are aligned functionally.
6. Identify current organizational skill mixes by function and analyze the current deployment of human resources throughout the agency.
7. Identify gaps between the number of current vs. needed future workers in terms of type of position, pay levels, diversity and specific skill sets.

8. Develop, implement, support and evaluate Human Capital initiatives; monitor progress.

**h. Project Management**

1. Assist OHR program manager with project development from conception through implementation, and to close out.
2. Help define project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders.
3. Develop full-scale project plans and associated communications documents, with guidance of program manager.
4. Effectively communicate project expectations -- as determined by the program manager -- to team members and stakeholders in a timely and clear fashion.
5. Coordinate with project stakeholders on an ongoing basis, as directed by the program manager.
6. Estimate the resources and participants needed to achieve project goals.
7. Determine and assess need for additional staff and/or consultants, and advise the program manager on the appropriate recruitments (if necessary) during project cycle.
8. Identify and manage project dependencies and critical path, working closely with the program manager.
9. Plan and schedule project timelines and milestones using appropriate tools, in coordination with the program manager.
10. Track project activities, milestones and deliverables, and report progress to program manager.
11. Collect data and analyze trends; make recommendations to program manager.
12. Develop and deliver progress reports, proposals, requirements documentation, and presentations, as directed by program manager.
13. Determine the frequency and content of status reports from the project team, analyze results, and troubleshoot problem areas, working closely with program manager.
14. Proactively manage changes in project scope, identify potential crises, and devise contingency plans, working closely with program manager.
15. With guidance of the program manager, define project success criteria and disseminate them to involved parties throughout project life cycle.
16. Mentor and guide project team, and drive towards positive action and accountability.
17. Build, develop, and grow any business relationships vital to the success of the program, as directed by the program manager.
18. Project Management Professional (PMP) certification desired.

**i. Competency Modeling**

1. Determine how competency models can be applied within selection, training and development, appraisal, and succession planning systems to support USPTO's business objectives.
2. Develop competency models from scratch, where validated competency models are not available from trusted federal government sources. (i.e., Office of Personnel Management (OPM), Department of Defense (DoD), etc.)
3. Validate competency models to comply with "Principles for the Validation and Use of Personnel Selection Procedures" for use in selection, training and development, performance appraisals, and succession planning.
4. Provide methods to integrate competency models into each step of human resource management process.
5. Build and maintain a centralized, enterprise-wide data system for competency modeling results and related data application.

**j. Senior Executive Resources**

1. Assist with initial assessment of applications for Senior Executive Service (SES), Administratively Determined (AD) and Senior Level (SL) positions
2. Process for submission SES, AD, and SL Presidential Rank Awards.
3. Provide assistance in processing SES Performance Awards Including Pay Adjustments.
4. Provide technical support and advice to the operating Performance Review Board (PRB) in carrying out their responsibilities during the SES performance rating cycle.
5. Provide documentation and information to assist the USPTO in monitoring performance and tracking probationary periods of new SES members.
6. Provide advice and assistance to employees and managers regarding Senior Executive Resources.
7. Assist in developing SOPs for SES/SL/AD merit promotion and awards processes.

**k. Additional Consulting Requirements**

1. Provide Human Resources policy recommendations
2. Research, evaluate, and interpret human resource management and related policies and regulations in order to provide innovative solutions and recommendations to achieve organizational goals.
3. Research, make recommendations on personnel policy and submit for review and approval to the designated chain of command.
4. Monitor proposed changes in statute, Office of Personnel Management (OPM), Department of Commerce (DOC), and USPTO policies; assess the impact of those changes, and make recommendations on USPTO policy to incorporate resulting changes as appropriate
5. Monitor OPM for policy guidance and direction on precedent-setting and regulation clarification on a variety of complex personnel and pay issues.

6. Make recommendations and coordinate the establishment of USPTO personnel policies and procedures.
7. Review existing policies and make recommendations on updates.
8. Make recommendations on interpretation, implementation, adaptation, and application of civilian personnel laws, regulations, practices, and procedures related to: staffing and recruitment, employee recognition (awards), employee performance, leave, and pay administration; and integrate these with management activities and operating needs of USPTO.
9. Review, analyze, and evaluate human capital programs to solve complex personnel issues.
10. Make well-grounded and fully-researched recommendations to management. prepare local guidance pertaining to human resources issues in accordance with regulations, policies and objectives.
11. Perform studies to identify long- and short-range human capital needs and advise on organizational structures.
12. Provide verbal and written policy advice and guidance to managers, supervisors, and employees on a variety of human capital issues.

**l. Project Manager**

1. The Project Manager (PM) shall have at least five (5) years' experience managing a team of professionals in providing a wide range of services and managing assigned projects within scope.
2. He/she is responsible for all aspects of project performance (i.e., technical, contractual, or administrative, etc.).
3. He/she organizes and assigns responsibilities to subordinates, oversees the successful completion of all assigned tasks, establishes and maintains technical and management reports, oversees quality control, develops and modifies project plans, and documents and resolves problems.
4. The PM shall provide leadership to the project team, ensure conformance to performance requirements, and assist in the overall direction to all project-level activities and personnel.

**m. Other HR Consulting Services**

To be determined and negotiated at the Task Order level.

**C.4.2 OHR STAFF SUPPORT – HR SPECIALISTS**

**a. Classification Specialist**

The Classification Specialists shall have a minimum five (5) years of experience in Federal Government classification. Specialists shall:



1. Perform organizational studies and make recommendations on the preparation of mission and functional statements and organizational charts.
2. Assist in classifying positions (to include merit promotions, etc.) using the USPTO-specific format.
3. Follow all USPTO policies and directives, including the collective bargaining agreements USPTO has with its employee unions, as applicable.
4. Make recommendations on the writing of position descriptions, including position description (PD) cover sheets.
5. Apply draft PD's to existing U.S. Office of Personnel Management (OPM) classification standards and guides.
6. Process requests for classification appeals.
7. Provide advice on the establishment of positions.
8. Ensure adherence to effective position management principles.
9. Assist management on proposals to improve the organization's structure/alignment.
10. Conduct position management/cyclic maintenance reviews.
11. Carry out classification projects relating to reorganizations or realignments.
12. Provide advice and assistance to employees and managers regarding position classification and organizational design.
13. Track workload using mechanism identified by Employment Division management at an agreed upon interval.
14. Work in the manner needed to support the position management structure of the HRMS automated solution, and when necessary make changes in support of structure.

**b. Staffing Specialist**

**Must be Delegated Examining Unit (DEU) Certified by OPM**

A minimum three (3) years of experience is required performing the full range of staffing and recruitment services required to support the Federal hiring process. Specialists shall:

1. Provide Staffing services in support of Human Resources functions using Monster Hiring Management software.
2. Assist USPTO managers with preparing job analyses.
3. Assist in the preparation of vacancy announcements.
4. Upload vacancy announcements through the Office of Personnel Management's website, USAJOBS.
5. Assist USPTO managers with preparing assessment questions
6. Screen applications to ensure applicants meet minimum qualifications for USPTO's positions in accordance with OPM's Qualifications Standards Handbook or other agency-issued qualification standards.
7. Assist USPTO subject matter experts and/or rating panels.

8. Prepare certificates of eligibles.
9. Assist HR staff in answering questions supervisors may have regarding the selection process.
10. Prepare notices to candidates, reflecting the actions taken on their applications.
11. Prepare delegated examining unit (DEU) and merit promotion case files.
12. Assist in planning, coordinating and delivering New Employee Orientation "NEO" for new employees.
13. Carry out employment assignments to realign or reorganize organizational units.
14. Assist in developing recruiting plans.
15. Assist in identifying potential recruitment sources.
16. Assist in identifying strategies for attracting minority applicant pools.
17. Provide the USPTO with a schedule of planned job fairs.
18. Assist the USPTO in conducting diversity outreach.
19. Provide recommendations to refine any existing or new USPTO recruitment program or strategy.
20. Provide guidance to interested parties on all facets of the application process.
21. Provide advice and assistance to employees and managers.
22. Complete the paperwork to process/on board new hires.
23. Track workload using mechanism identified by Employment Division management at an agreed upon interval.
24. Familiarity with Veterans hiring process

**c. Employee Benefits/Retirement Specialist (Retirement Counselor)**

At least five (5) years of experience with knowledge of all aspects of the Federal employee retirement system is required, as well as proficiency with Government retirement and benefits software (includes NFC).

1. Develop policy and standard operating procedure documents for Benefits and Retirement programs
2. Advise management and counsel employees concerning retirement, benefits, leave, etc.
3. Process optional/early retirement applications.
4. Conduct optional/early retirement counseling sessions with employees.
5. Conduct optional/early retirement calculations.
6. Provide disability retirement counseling and conduct disability retirement calculations.
7. Notify employees identified for disability retirement, set the effective date, and process the action.
8. Counsel or arrange for counseling for survivors of deceased employees.

9. Analyze electronic Official Personnel Files (eOPFs) to determine eligibility for Voluntary Early Retirement or Voluntary Separation Incentive Payments.
10. Develop and provide communication to employees on retirement subjects.
11. Process employee requests for benefits and retirement.
12. Issue exit surveys.
13. Provide advice and counsel on various benefits programs as they relate to retirement, including:
  - i. Thrift Savings Plan (TSP)
  - ii. Federal Employees Health Benefits (FEHB)
  - iii. Federal Employees Group Life Insurance (FEGLI)
  - iv. Federal Long Term Care Insurance
14. Utilize GRB Assist software (Web Version) for preparation of estimates, retirement packages, military deposits, re-deposits, and calculating service-computation dates (SCDs).
15. Process Federal Erroneous Retirement Coverage Corrections Act (FERCCA) cases
16. Process Military Deposits
17. Process Service Credit deposits
18. Conduct biweekly briefings to new hires on retirement-related subjects
19. Conduct quarterly pre-retirement seminars
20. Provide data for monthly Retirement reports to Department of Commerce and Patents
21. Prepare retirement estimates for participants in mid-career and pre-retirement seminars
22. Track workload using mechanism identified by OHR Management at an agreed upon interval.

**d. Payroll Specialist**

This specialist will provide support to the Compensation and Benefits Division.

1. Experience/Knowledge required:

- i. NFC software
- ii. Five years of experience providing analytical and processing support using Federal Personnel/Payroll and/or related systems
- iii. Understanding of Federal Payroll/HR
- iv. Experience with the U.S. Department of Agriculture (USDA) National Finance Center (NFC) Federal HR/PAYE System
- v. Experience processing a variety of payroll adjustments and deductions
- vi. High level of research skill and problem solving analysis ability
- vii. Comprehensive knowledge of HR concepts, regulations, analytical methods and techniques, and consultative skills

2. Work tasks:

The specialist will perform a variety of technical operations and projects including, but not limited to:

- i. Pay administration,
- ii. payroll tax forms and deductions,
- iii. salary deposits,
- iv. retroactive pay corrections,
- v. service computation date (SCD) calculation,
- vi. administrative billings and garnishments,
- vii. time and attendance (T&A) program system,
- viii. leave administration,
- ix. leave audits, and
- x. leave transfer program.

**e. Executive Core Qualifications (ECQ) Specialist**

Support is needed to provide expert-level human resources services for Senior Executive Service (SES) positions throughout the USPTO. The ECQ specialist must have expert knowledge of the operations of OPM's Qualifications Review Board (QRB) and fundamental technical and content requirements. Tasks and knowledge required include, but are not limited to:

1. Critique and provide advice to candidates on edits to their Executive Core Qualifications (ECQ).
2. Prepare packages for submission to OPM's Qualifications Review Board (QRB).
3. Work one-on-one with candidates to obtain all the required information needed to address each ECQ.
4. Must have the ability translate the candidates' professional and personal experiences using the Challenge-Context-Action-Result (CCAR) method.
5. Five years of federal experience, preferred.
6. Have proven track record of successful cases going before the Qualifications Review Board within the last two years, preferred.
7. 5 years of federal experience preferred along with a proven track record of successful cases going before the Qualifications Review Board within the last two years.

**f. Training Assistant**

1. Provide administrative and program management support to management personnel and customers.

2. Coordinate training events in terms of schedule, funding, logistics, communications, records administration, evaluations, and data input.
3. Assist instructors and employees by addressing inquiries on enrollment, registration, training products, and services.

**g. Report Writer/ Database Analyst**

This is a position in report-writing, using tools to retrieve data from relational databases and some mainframe data retrieval, with an emphasis on data quality and accuracy and conceptual understanding of report writing in addition to report-writing expertise. Experience using data systems is required. The primary focus is on data analysis and reporting, but Federal HR data experience is strongly preferred. Contractor shall:

1. Use standard reporting tools to retrieve data from a data warehouse and other databases to pull requested information, chart and analyze data, spot trends, and make recommendations to management.
2. Create, develop, interpret and analyze data.
3. Extract and report data from automated HR databases.
4. Integrate data from multiple sources as needed.
5. Serve as a data expert, and supports the branch to provide advice to department management officials on HR data.
6. Analyze data at a high-level and think creatively to come up with reports and charts to display data.
7. Have a honed ability to identify problematic data (data outliers) that don't fit trends.
8. Have extensive use of MS Excel for data analysis and charting for presentation purposes.
9. Have knowledge and use of MS Access for data collection and analysis.
10. Have the ability to validate and analyze OHR data to identify issues or problems.
11. Analyze data from different sources to draw conclusions.
12. Determine most effective method to retrieve and analyze data for HR management.
13. Present analyzed options and recommended solutions that are creative, pertinent, and demonstrate an understanding of the issues.
14. Provide customer assistance that reflects a thorough knowledge of and adherence to sound human resources regulations; responses to customer inquiries should be thorough and complete. Customers should comprehend and understand (but not necessarily agree with) the response to the inquiry.

**Experience/ Knowledge required:**

1. NFC data experience – to include Financial and Operational Combined Uniform Single “FOCUS” Reports/ NFC familiarity/ knowledge/ Business Objects (or similar object-based tool)

2. Structured Query Language (SQL) report writing from a relational database experience
3. Ability to retrieve data from NFC database via FOCUS procedures
4. Ability to analyze unique NFC data to provide appropriate HR reporting to management
5. MS Access and MS Excel proficient
6. 1 year of specialized experience performing listed duties in SOW required.

**h. Program Analyst**

Assists senior consultants and Employment Division Chief in improving Patents' employment operational challenges resulting from different hiring practices and proposed new workflows, significantly increased hiring goals, and new automation products that have recently been implemented.

Strong project management experience and knowledge of federal employment processes is essential. The individual will assist senior consultants and Employment Division Chief with the following tasks and deliverables:

1. Create reports, metrics, and tracking mechanisms, and provide analysis in the recruitment/outreach area. This includes tracking number of applicants, responses to vacancy announcement questions and job offers.
2. Assist with the coordination of outreach efforts by collecting, tracking, and analyzing data with regard to ROI and hiring trends for marketing and recruitment activities.
3. Create and maintain process flow charts.
4. 1 year of specialized experience performing listed duties in SOW required.

This individual needs to have a very conscientious work approach and attention to detail as they will be keeping track of schedules and timelines and compiling a fair amount of data for Patents regarding vacancies, applicants, responses, etc. They should also have a strong project management background.

**C.4.3 OHR STAFF SUPPORT – ADMINISTRATIVE**

**a. Administrative Assistant**

Contractor performs general administrative and clerical duties necessary to meet needs of the division or program area, and assumes responsibility for other duties based on degree of knowledge of department operations, such as preparing designated reports for management, responding to inquiries and providing information in accordance with policies and procedures.

Proficiency in MS Word, MS Excel and working knowledge of MS PowerPoint. Previous general administrative experience desired, but not required.

**b. Compensation and Benefits Division Assistant only**

In addition to above duties, contractor assumes responsibility for a variety of Time and Attendance duties, such as:

1. Serve as primary point of contact for the WebTA Call Center,
2. Maintain WebTA EAMS queue,
3. T&A transmissions,
4. Conduct leave audits, and
5. Update NFC leave data.
6. Proficiency in MS Word, MS Excel and working knowledge of MS PowerPoint. Previous general administrative experience desired, but not required.

**c. Other OHR Support Staff**

To be determined and negotiated at the Task Order level

**C.4.4 HR Management Systems Support**

**a. Senior Advisor – HR Systems**

OHR is preparing to implement a HR management system (HRMS) that will result in transformational change in the way HR business is conducted in USPTO. HRMS is based on the HR Line of Business (HRLOB) certified information technology (IT) system, HR Connect, of U.S. Treasury. The Department of Commerce (DOC) and USPTO will work in partnership for the migration of USPTO to various Treasury systems. This will result in significant change in organizational unit and human resources processes.

As the majority of processing personnel actions and other personnel related documents is now done in paper as well as through use of several patchwork databases, a Senior Advisor in systems is needed to assist with the development and stand up of a help desk, to assist the project manager when dealing with the business units by managing business unit expectations and providing hands-on experience and knowledge of HR Connect to appease concerns. Work with the OHR project team to identify, document and monitor functional and system requirements. Work with project team as expert user of the solution as we implement to the agency.

Specifically a consultant is needed to:

1. Provide strategy and advice for tackling this level of transformational change in OHR and with the BU's.

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2. Provide a recommended approach for establishing, resourcing and managing a help desk in support of the implementation and post implementation.
3. Work with the project team to identify metrics and reporting standards.
4. Work with the project team to create user acceptance team scenarios to fully test the solution.
5. Facilitate sessions with OHR HRMS project team and other OHR representatives to identify challenges (based upon experience) and recommend strategies to offset these challenges that will be needed to implement HR Connect (both internal OHR processes and BU processes).
6. Suggest process and structural (if needed) changes based on intimate understanding of HR Connect and Human Resource practices within the federal sector. Review current processes, culture, and assist with guidance to desired end state.
7. Prepare and submit tactical and strategic operational plans for various impacted audiences (such as major organizational units, OHR staff, and managers and employees) that will support successful HRMS implementation based upon extensive experience using the HR connect product.
8. Train users on the solution in preparation for roll out.
9. Work with HRMS project team members on business process reengineering efforts to offer technical advice on the HR Connect process flows.
10. Work in concert with all project teams to coordinate and provide insight into expected and unexpected challenges and propose solutions to the identified challenges.
11. 1 year of specialized experience performing listed duties in SOW required.

This consultant must be a highly-skilled communicator and facilitator, be able to work with other OHR consultants and staff to identify key resistance areas and their impact on OHR business practices, and determine and recommend best practice approaches to implementing automation-oriented change. Knowledge of large-scale HR system automation initiatives (such as HRConnect or similar systems) is required. Intimate knowledge of HRConnect is highly desirable.



**SECTION D – PACKING AND MARKING**

**D.1 PACKING FOR DOMESTIC SHIPMENT**

Any deliverable/report required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number.  
Deliverables, reports and manuals may also be required to be submitted electronically.

## SECTION E – INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

#### Clauses by reference

Clause	Title	Date
FAR 52.246-4	Inspection of Services – Fixed Price	Aug 1996

### E.2 GOVERNMENT QUALITY CONTROL PROCEDURES

Task (Positions/Labor Categories)	Performance Standard	Method of Surveillance/Metrics	Acceptable Quality Level (AQL)	Disincentive
To be determined at the task order level	Provide successful performance in the following activities; Professionalism, Job knowledge, Customer Service, Timeliness , Follows instructions, Flexibility, Communication, Analytical Skills, Judgment, Initiative/Creativity , Cooperation, Attitude, Reliability, Responsibility and Productivity	OHR quarterly evaluations (to be completed by OHR task manager and sent to COTR	Rating of “Successful”  Ratings: -Successful -Satisfactory -Unsuccessful	Unsuccessful performance will result in negative past performance ratings.

**NOTE: These quality control procedures are subject to additions/subtractions or alterations with the approval of the COTR.**

Quarterly Evaluations – Once each quarter, contractor will be evaluated on the below performance elements. Rating Scale

- 1) “Unsatisfactory” (does not meet expectation)
- 2) “Needs improvement” (improvement needed to meet expectation)
- 3) “Satisfactory” (meets expectation)
- 4) “Exceptional” (exceeds expectation)

Performance Metrics

1. Professionalism – *Presents self in a manner that preserves and respects the integrity and values of USPTO.*
2. Job knowledge– *Specific skills, abilities, knowledge and use of procedures that are essential to the given job responsibilities*
3. Customer Service – *Supports the overall objectives of the customer by being responsive, helpful and respectful*
4. Timeliness – *Timely meets project and work deadlines*
5. Follows instructions – *Completes work as directed by the contractor manager, per requests by OHR Task Manager*
6. Flexibility – *Adapts well to changes in requirements*
7. Communication – *Ability to clearly convey information to others in spoken and written form, and to listen effectively*
8. Analytical Skills – *Seeks out and recognizes pertinent data and information necessary to determine the source of a problem in order to solve it*
9. Judgment – *Soundness of judgment used in establishing priorities, communications, in decision-making, and actions*
10. Initiative/Creativity – *Asks HR Task Manager for additional assignments when workload is low; makes recommendations to improve a process (if/when appropriate)*
11. Cooperation – *Works well with other employees and contractors to meet organizational and customer objectives*
12. Attitude – *Maintains positive interactions with OHR Task Manager, peers and the customer*
13. Reliability – *Maintains good attendance, is punctual in meeting deadlines and following through on commitments; actions and behavior are consistent with stated expectations for performance*
14. Responsibility – *Willingness to assume and carry out assigned jobs and to be accountable for results and actions*
15. Productivity – *Quantity and quality of work products; work products meet requirements outlined in SOW*

### **E.3 GOVERNMENT INSPECTION**

If any of the services do not conform to contract requirement, the Government may require the contractor to perform the services again in conformity with contract requirements, at no additional charge to the Government or increase in the contract amount.

### **E.4 INSPECTION/ACCEPTANCE CRITERIA**

Work products submitted by the contractor are subject to technical review and acceptance by the OHR Contracting Officer Representative (COTR), and/or the Technical Advisor of the immediate office the contractor is assigned to at OHR. Acceptable work products will be evaluated based on how well the agreed upon schedules are met and the quality of the technical services provided. In cases of unacceptable submissions, the contractor will have two working days from the date on which notified that the work product is unacceptable to make the necessary changes or corrections. The contractor will provide the documents in writing, through email using Microsoft Word format, or other formats at the discretion of OHR.

### **E.5 GOVERNMENT PROVIDED RESOURCES**

The Government will provide:

- a. Access to facilities, documentation, and personnel that are necessary to complete the requirements of this task.
- b. Temporary office space, personal computers and telephones for work performed on site.

## **SECTION F: DELIVERIES AND PERFORMANCE**

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

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

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

#### **Clauses by reference**

Clause	Title	Date
FAR 52.242-17	Government Delay of Work	Apr 1984
FAR 52.242-15	Stop-Work Order	Aug 1989

### **F.2 PLACE OF PERFORMANCE**

The contractor will be on-site for the duration of the particular work assignment, unless different arrangements are mutually agreed to between the contractor and Contracting Officer or COTR. Telework is an option for some positions; however, off-site rates will not be paid for such positions. For full time positions, the work required is estimated to be approximately five (5) days per week, eight (8) hours per day, with a mandatory 30-minute lunch break within the course of the day, a schedule to be mutually agreed upon by the contractor and Contracting Officer or COTR. This schedule is subject to change based on workload demands, government holidays, and other periods when additional time may be required of the contractor by the USPTO.

The work will be performed on-site at:

U.S. Patent and Trademark Office Headquarters  
600 Dulany Street  
Alexandria, VA 22314

Primary Office:  
Office of Human Resources  
550 Elizabeth Lane  
Alexandria, VA 22314

**F.3 Period of Performance**

Base Period: 2/1/2013 – 1/31/2013

Option Period 1: 2/1/2014 – 1/31/2014

Option Period 2: 2/1/2015 – 1/31/2015

Option Period 3: 2/1/2016 – 1/31/2016

Option Period 4: 2/1/2017 – 1/31/2017

## **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 (COTR)

A 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. At no time may the scope, 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.

The Contracting Officer hereby designates the individual named below as the COTR:

Sarah Hippolitus  
571.272.8135  
Sarah.Hippolitus@uspto.gov

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. 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.

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.

c. Task Order Manager

The Government shall designate a Task Order Manager (TOM) in accordance with the Task Order Manager Appointment Letter as required by the FAC-COR program policy documented in the Department of Commerce Acquisition Manual (CAM) 1301.670. At such time that a task order is issued, the TOM will appointed.

**G.2 CONTRACTOR POINT OF CONTACT FOR CONTRACT ADMINISTRATION**

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



**G.3 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 as an original and two (2) copies to the COTR and the following address:

U.S. Patent & Trademark Office  
Office of Finance, Mail Stop 17  
PO Box 1450  
Alexandria, VA 22313-1450

***OR***

Via email: the COTR and  
[OfficeOfFinance@uspto.gov](mailto:OfficeOfFinance@uspto.gov)



- b. To constitute a proper invoice, each invoice must include the following information or attached documentation:
  - 1. Name of Contractor, invoice number and invoice date;
  - 2. DUNS or DUNS+4
  - 3. Contract Number;
  - 4. Description, price, and quantity of each CLIN;
  - 5. Payment terms;
  - 6. Name, title, phone number, and complete mailing address of responsible official to whom correspondence may be sent, if necessary.
- c. If items are rejected for failure to conform to contract requirements, the provisions in Section I Clause 52.232-25, Prompt Payment, will apply to the acceptance of replacement items.

#### **G.4 INVOICING FREQUENCY**

The Contractor shall submit invoices on a monthly basis.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 KEY PERSONNEL**

a. The Contractor shall identify the key personnel for each of the positions identified below. The Program Manager must be from the prime contract. Key personnel shall include:

1) Project Manager

b. The Project Manager shall be assigned and available on this contract from the date of contract award.

c. 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 D below. After the initial 90-day period, the contractor shall submit the information required by paragraph D to the Contracting Officer at least 15 days prior to making any permanent substitutions.

d. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting officer. Proposed substitutes should have qualifications that are equal to or better than those of the person who is 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.

e. Any changes to Key Personnel that take place after submittal of proposal(s), and prior to award of this contract, the contractor shall notify the Contracting Officer of those changes. Contractor shall submit resumes and signed letters of intent to perform for the proposed key personnel.

### **H.2 PTO-07 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 Partnership Agreement between the Small Business Administration (SBA) and the Department of Commerce. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains 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

District Office: SBA Washington Metropolitan Area District Office  
Address: 740 15<sup>th</sup> Street N.W., 3<sup>rd</sup> Floor  
Washington, D.C. 20005-3544

CONTACT: Charita Albright \_\_\_\_\_  
Email: charita.albright@sba.gov  
Phone: (202) 272-0371

- b. The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- c. The contractor agrees:
  - 1. To notify the Contracting Officer, simultaneous with its notification to the SBA (as required by the SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in the termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
  - 2. It will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

### **H.3 FAR 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all

subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### **H.4 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
Inauguration Day	TBD

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The COTR will notify the contractor when early release of Federal employees has been authorized.

#### **H.5 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.6 CAR 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES**

As prescribed in 48 CFR 1339.270(b), insert the following clause:  
Security Requirements for Information Technology Resources (APR 2010)

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

(b) *Definitions.* For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in the Computer Security Act of 1987 (Pub. L. 100-235), including the following definition of the term:

(1) Sensitive information is " \* \* \* any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

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

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

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

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

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

(d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (see DOC, Office of the Chief Information Officer Web site), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter [insert agency or operating unit counsel specific guidance, if applicable].

(e) Contractor personnel requiring a user account for access to systems operated by the contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*.

(f) Within 5 days after contract award, the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, chapter 15, section 15.3.

The COR will inform the contractor of any other available DOC training resources. Annually thereafter the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the *DOC IT Security Program Policy*.

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

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

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

(1) Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy* and [Insert agency or operating unit counsel specific guidance, if applicable]. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

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

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, Section 6.3.1.1.

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

## **H.7 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA**

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential

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

#### **H.8 PTO-08 PHYSICAL ACCESS**

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

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

#### **H.9 PTO-06 LIMITATION ON CONTRACTOR ADVERTISEMENT**

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

#### **H.10 PTO-17 CONTRACTOR FOIA REQUIREMENT**

Upon award of any contract resulting from this solicitation, the contractor shall be required to submit in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.

#### **H.11 PTO-10 – AGENCY-LEVEL PROTEST PROCEDURES (DEC 1996)**

a. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

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

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

c. PROCEDURES:

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

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

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

**Office of the General Counsel**  
General Law Office



U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
(FAX Number 571-273-0099)

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

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

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

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

- the protester's name, address, telephone number, and fax number
- the solicitation or contract number, name of contracting office and the contracting officer
- a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- copies of relevant documents supporting protester's statement
- a request for ruling by the agency
- Statement as to form of relief requested
- all information establishing that the protester is an interested party for the purpose of filing a protest
- all information establishing the timeliness of the protest
- All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an

extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

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

- a. The supplies or services are urgently required,
- b. delivery or performance would be unduly delayed by failure to make the award promptly, or
- c. a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.506, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

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

d. REMEDIES:

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

- i. terminate the contract,
- ii. re -compete the requirement,
- iii. issue a new solicitation,
- iv. refrain from exercising options under the contract,
- v. award a contract consistent with statutes and regulations,
- vi. amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- vii. such other remedies as the decision-maker may determine are necessary to correct a defect.

## SECTION I CONTRACT PROVISIONS AND CLAUSES

### I.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

### I.2 FAR 52.252-2 CLAUSES BY REFERENCE

Clause	Title	Date
FAR 52.202-1	Definitions	Jan 2012
FAR 52.203-3	Gratuities	Apr 1984
FAR 52.203-5	Covenant Against Contingent Fees	Apr 1984
FAR 52.203-7	Anti-Kickback Procedures	Oct 2010
FAR 52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper	May 2011
FAR 52.204-9	Personal Identity Verification Of Contractor Personnel	Jan 2011
FAR 52.204-99	System for Award Management Registration (DEV)	Aug 2012
FAR 52.207-3	Right of the First Refusal of Employment	May 2006
FAR 52.215-2	Audit and Records – Negotiation.	Oct 2010
FAR 52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
FAR 52.222-3	Convict Labor	June 2003
FAR 52.222-21	Prohibition of Segregated Facilities	Feb 1999
FAR 52.222-26	Equal Opportunity	Mar 2007
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Sept 2010
FAR 52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
FAR 52.222-41	Service Contract Act of 1965	Nov 2007
FAR 52.223-6	Drug-Free Workplace	May 2001
FAR 52.228-5	Insurance – Work on a Government Installation	Jan 1997

FAR 52.229-3	Federal, State, and Local Taxes	Apr 2003
FAR 52.232-1	Payments	Apr 1984
FAR 52.232-17	Interest	Oct 2010
FAR 52.232-23	Assignment of Claims	Jan 1986
FAR 52.232-25	Prompt Payment	Oct 2008
FAR 52.233-1	Disputes	July 2002
FAR 52.233-3	Protest After Award	Aug 1996
FAR 52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
FAR 52.237-3	Continuity of Services	Jan 1991
FAR 52.239-1	Privacy or Security Safeguards	Aug 1996
FAR 52.242-13	Bankruptcy	July 1995
FAR 52.243-1 Alt 1	Changes – Fixed Price	Apr 1984
FAR 52.249-2	Termination for Convenience of the Government (Fixed Price)	Apr 2012

### **I.3 52.216-18 ORDERING (Oct 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **2/1/2013** through **1/31/2017**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.4 52.216-19 ORDER LIMITATIONS (Oct 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$ [REDACTED], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of [REDACTED]
  - (2) Any order for a combination of items in excess of [REDACTED] or
  - (3) A series of orders from the same ordering office within [REDACTED] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

**I.5 52.216-22 INDEFINITE QUANTITY (Oct 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1/31/2017.

**I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1998)**

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

**I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 DAYS of the expiration of the contract period;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at

least **60 DAYS** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 MONTHS**.

**L8 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**

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

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Administrative Assistant	\$31.41 + \$3.71
Personnel Assistant (Employment) I	\$18.15 + \$3.71
Personnel Assistant (Employment) II	\$20.32 + \$3.71
Personnel Assistant (Employment) III	\$22.65 + \$3.71
Secretary I	\$18.07 + \$3.71
Secretary II	\$20.18 + \$3.71
Secretary III	\$25.29 + \$3.71

**SECTION J – LIST OF ATTACHMENTS**

Attachment 1: RESERVED

Attachment 2: Task Order Submission Form

## TASK ORDER SUBMISSION FORM

**Task Order Number:** Task Order 0001

**Title/Description:** Task Order Submission

**Frequency of Submission:** As Required **Number of Copies:** 2

**First Submission Due:** Five (5) working days after receipt of Government Technical or Contracts direction

**Subsequent Submissions Due:** As Required

**Government Acceptance Required:** Yes

**Government Response Due:** Ten (10) working days after receipt of the Resource Estimate. The Government will either authorize or reject the estimate in writing.

**Remarks:**

### Format/Content Requirements and Instructions:

Task Order submissions are provided to the Government to estimate work for new or unauthorized tasks, or to document the descopeing of a Task Order. The Task Order submission consists of the following sections:

- Resumes
- Resource Estimate Summary
- Etc...

### FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Continued)

**TASK ORDER NUMBER:** TASK ORDER 0001 page 2

Deliverables:

TBD IF ANY

Resource Estimate Summary:



A resource estimate summary provided to the Government with the total cost per contractor cost element of the described task or activity. If there are multiple Task Orders or CLINs involved in the estimate, then the resource estimate will separate the estimate and provide a cost column for each Task Order and/or CLIN along with a total column for the total cost of the task.

## SAMPLE

### Task Order Cost Format

## RESOURCE ESTIMATE

TASK ORDER 95-XX  
Task Order SUBJECT

HOURS				COSTS			
	<u>FY13</u>	<u>FY14</u>	<u>TOTAL</u>		<u>FY13</u>	<u>FY14</u>	<u>TOTAL</u>
FACILITY A/O: (Labor Categories)				FACILITY A/O: (Labor Categories)			
LABOR CATEGORY A	0	0	0	LABOR CATEGORY A	0	0	0
LABOR CATEGORY B	0	0	0	LABOR CATEGORY B	0	0	0
LABOR CATEGORY C	0	0	0	LABOR CATEGORY C	0	0	0
LABOR CATEGORY D	0	0	0	LABOR CATEGORY D	0	0	0
LABOR CATEGORY E	0	0	0	LABOR CATEGORY E	0	0	0
LABOR CATEGORY F	0	0	0	LABOR CATEGORY F	0	0	0
TOTAL HOURS	0	0	0	SUBTOTAL	0	0	0
				(Unburdened Labor Cost)			
				TOTAL	0	0	0