

AWARD/ CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	Rating	Page of Pages 1 2
	2. Contract (Proc. Inst. Ident.) No 50PAP 700017	3. Effective Date January 17, 1997	4. Requisition/Purchase Request Project No. 100P0700076

5. Issued By Office of Procurement U.S. Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202	CODE Procure	6. Administered By (if other than item 5) Same as Block 5	CODE
---	-----------------	--	------

7. Name and Address of Contractor (No., street, city, county, State and ZIP Code) COMPUTER BASED SYSTEMS, INC. 2750 PROSPERITY AVENUE SUITE 300 FAIRFAX, VA 22031	8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
	9. Discount for Prompt Payment 10 days % 20 days % 30 days % days %
	10. SUBMIT INVOICES (4 Copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. Ship To/Mark For U.S. PATENT AND TRADEMARK OFFICE CRYSTAL PARK 1 - SUITE 208A 2011 CRYSTAL DRIVE ARLINGTON, VA 22202 Mark For: TOM KING	FACILITY CODE	12. Payment Will Be Made By U.S. Patent and Trademark Office Office of Finance - Box 17 Washington, DC 20231 (703) 305-8083	CODE
--	---------------	---	------

13. Authority for Using Other Than Full and Open Competition <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. Accounting and Appropriation Data
--	---------------------------------------

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
16G. TOTAL AMOUNT OF CONTRACT					\$0.00

16. TABLE OF CONTENTS							
()	Sec	DESCRIPTION	PAGE(S)	()	Sec	DESCRIPTION	PAGE(S)
Part I - THE SCHEDULE				Part II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	34-39
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-10	Part III - LIST of DOCUMENTS, EXHIBITS and OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	11-20	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	40
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	21	Part IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	22	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES AND PERFORMANCE	23-24	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	25-27	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	28-33				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>52PAPT600035</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
---	---

19A. Name and Title of Signer (Type or print) RICHARD W. ZINS VICE PRESIDENT	19B. Name of Contractor By <u>[Signature]</u> (Signature of person authorized to sign)	19C. Date Signed 1-17-97	20A. Name of Contracting Officer <u>Zalesnik, Chris</u>	20B. United States of America By <u>[Signature]</u> (Signature of Contracting Officer)	20C. Date Signed 1/17/97
--	--	------------------------------------	--	--	------------------------------------

AWARD/CONTRACT (Continued)		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Rating	Page of Pages 2 2	
2. Contract (Proc. Inst. Ident.) No		3. Effective Date		4. Requisition/Purchase Req. No.		5. Project No. (if applicable)

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
1	SECTION B SEE SECTION B, ENTITLED "SUPPLIES OR SERVICES AND PRICES/COSTS"	0.	ea	\$0.00	\$0.00

15G. TOTAL AMOUNT OF CONTRACT \$0.00

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF LABOR HOURS AND PRICES

LOT I-BASE PERIOD (DATE OF AWARD THROUGH 12TH MONTH THEREAFTER)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	HELP DESK	
0001		
0001AA	TECHNICAL SUPPORT SPECIALIST	\$26.18
0001AB	SENIOR TECHNICAL SUPPORT SPECIALIST	\$33.81
0001AC	PRIMARY TECHNICAL SUPPORT SPECIALIST	\$37.94
	END USER SUPPORT	
0002		
0002AA	FIELD ENGINEER	\$27.46
0002AB	LEAD FIELD ENGINEER	\$36.91
0002AC	SENIOR FIELD ENGINEER - KEY	\$47.22
0002AD	PRIMARY TECHNICAL SUPPORT SPECIALIST	\$37.94
	NETWORK OPERATIONS	
0003		
0003AA	NETWORK ADMINISTRATOR	\$27.81
0003AB	SENIOR NETWORK ADMINISTRATOR	\$34.93
0003AC	SYSTEM ENGINEER	\$37.94
0003AD	SENIOR SYSTEM ENGINEER	\$47.16
0003AE	NETWORK ENGINEER	\$34.14
0003AF	SENIOR NETWORK ENGINEER	\$42.44
0003AG	PRIMARY NETWORK ENGINEER	\$51.20
0003AH	TECHNICAL SUPPORT SPECIALIST	\$26.18
	OPERATIONAL SUPPORT	
0004		
0004AA	COMPUTER OPERATOR	\$20.62
0004AB	SENIOR COMPUTER OPERATOR	\$24.98
0004AC	LEAD COMPUTER OPERATOR	\$28.26
	OPERATING SYSTEMS SUPPORT	
0005		
0005AA	SYSTEM PROGRAMMER	\$33.81
0005AB	SENIOR SYSTEM PROGRAMMER	\$42.08
0005AC	PRIMARY SYSTEM PROGRAMMER	\$47.16
0005AD	STAFF SYSTEM PROGRAMMER	\$56.88
0005AE	SENIOR DATABASE ADMINISTRATOR	\$47.16
0005AF	PRIMARY DATABASE ADMINISTRATOR	\$51.28
	TECHNICAL WRITING AND DOCUMENTATION	
0006		
0006AA	SENIOR TECHNICAL WRITER	\$31.25

LOT I - BASE PERIOD (DATE OF AWARD THROUGH 12TH MONTH THEREAFTER)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	MANAGEMENT	
0007		\$36.98
0007AA	TASK MANAGER - KEY	\$46.01
0007AB	PROJECT MANAGER I - KEY	\$46.01
0007AC	PROJECT MANAGER I - KEY	\$62.31
0007AD	PROGRAM MANAGER - KEY	
0007AE	DIRECTOR OPERATIONS (PROG DIRECTOR) - KEY	\$66.27
	OTHER DIRECT COSTS	
0008		
0008AA	ESTIMATED MATERIALS (SPARE PARTS) - PER YEAR	\$251,283
0008AB	FACILITY AND VAN (3) LEASES	\$60,824

LOT II - OPTION YEAR 1 - 1998 (13TH MONTH THROUGH 24TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	HELP DESK	
0009		\$26.84
0009AA	TECHNICAL SUPPORT SPECIALIST	\$34.65
0009AB	SENIOR TECHNICAL SUPPORT SPECIALIST	\$38.87
0009AC	PRIMARY TECHNICAL SUPPORT SPECIALIST	
	END USER SUPPORT	
0010		\$28.12
0010AA	FIELD ENGINEER	\$37.80
0010AB	LEAD FIELD ENGINEER	\$48.36
0010AC	SENIOR FIELD ENGINEER - KEY	\$38.87
0010AD	PRIMARY TECHNICAL SUPPORT SPECIALIST	
	NETWORK OPERATIONS	
0011		\$28.51
0011AA	NETWORK ADMINISTRATOR	\$35.80
0011AB	SENIOR NETWORK ADMINISTRATOR	\$38.87
0011AC	SYSTEM ENGINEER	\$48.34
0011AD	SENIOR SYSTEM ENGINEER	\$34.98
0011AE	NETWORK ENGINEER	\$43.50
0011AF	SENIOR NETWORK ENGINEER	\$52.47
0011AG	PRIMARY NETWORK ENGINEER	\$26.84
0011AH	TECHNICAL SUPPORT SPECIALIST	

LOT II - OPTION YEAR 1 - 1998 (13TH MONTH THROUGH 24TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	OPERATIONAL SUPPORT	
0012		
0012AA	COMPUTER OPERATOR	\$20.62
0012AB	SENIOR COMPUTER OPERATOR	\$24.98
0012AC	LEAD COMPUTER OPERATOR	\$28.26
	OPERATING SYSTEMS SUPPORT	
0013		
0013AA	SYSTEM PROGRAMMER	\$34.65
0013AB	SENIOR SYSTEM PROGRAMMER	\$43.14
0013AC	PRIMARY SYSTEM PROGRAMMER	\$48.34
0013AD	STAFF SYSTEM PROGRAMMER	\$58.31
0013AE	SENIOR DATABASE ADMINISTRATOR	\$48.34
0013AF	PRIMARY DATABASE ADMINISTRATOR	\$52.57
	TECHNICAL WRITING AND DOCUMENTATION	
0014		
0014AA	SENIOR TECHNICAL WRITER	\$32.03
	MANAGEMENT	
0015		
0015AA	TASK MANAGER - KEY	\$37.92
0015AB	PROJECT MANAGER I - KEY	\$47.16
0015AC	PROJECT MANAGER I - KEY	\$47.16
0015AD	PROGRAM MANAGER - KEY	\$63.85
0015AE	DIRECTOR OPERATIONS (PROG DIRECTOR) - KEY	\$67.92
	OTHER DIRECT COSTS	
0016		
0016AA	ESTIMATED MATERIALS (SPARE PARTS) - PER YEAR	\$251,283
0016AB	FACILITY AND VAN (3) LEASES	\$60,824

LOT III - OPTION YEAR 2 - 1999 (25TH MONTH THROUGH 36TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	HELP DESK	
0017		
0017AA	TECHNICAL SUPPORT SPECIALIST	\$27.52
0017AB	SENIOR TECHNICAL SUPPORT SPECIALIST	\$35.52
0017AC	PRIMARY TECHNICAL SUPPORT SPECIALIST	\$39.85

LOT III - OPTION YEAR 2 - 1999 (25TH MONTH THROUGH 36TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	END USER SUPPORT	
0018		
0018AA	FIELD ENGINEER	\$28.80
0018AB	LEAD FIELD ENGINEER	\$38.71
0018AC	SENIOR FIELD ENGINEER - KEY	\$49.52
0018AD	PRIMARY TECHNICAL SUPPORT SPECIALIST	\$39.85
	NETWORK OPERATIONS	
0019		
0019AA	NETWORK ADMINISTRATOR	\$29.21
0019AB	SENIOR NETWORK ADMINISTRATOR	\$36.68
0019AC	SYSTEM ENGINEER	\$39.85
0019AD	SENIOR SYSTEM ENGINEER	\$49.56
0019AE	NETWORK ENGINEER	\$35.86
0019AF	SENIOR NETWORK ENGINEER	\$44.60
0019AG	PRIMARY NETWORK ENGINEER	\$53.78
0019AH	TECHNICAL SUPPORT SPECIALIST	\$27.52
	OPERATIONAL SUPPORT	
0020		
0020AA	COMPUTER OPERATOR	\$20.62
0020AB	SENIOR COMPUTER OPERATOR	\$24.98
0020AC	LEAD COMPUTER OPERATOR	\$28.26
	OPERATING SYSTEMS SUPPORT	
0021		
0021AA	SYSTEM PROGRAMMER	\$35.52
0021AB	SENIOR SYSTEM PROGRAMMER	\$44.22
0021AC	PRIMARY SYSTEM PROGRAMMER	\$49.56
0021AD	STAFF SYSTEM PROGRAMMER	\$59.75
0021AE	SENIOR DATABASE ADMINISTRATOR	\$49.56
0021AF	PRIMARY DATABASE ADMINISTRATOR	\$53.88
	TECHNICAL WRITING AND DOCUMENTATION	
0022		
0022AA	SENIOR TECHNICAL WRITER	\$32.84
	MANAGEMENT	
0023		
0023AA	TASK MANAGER - KEY	\$38.87
0023AB	PROJECT MANAGER I - KEY	\$48.34
0023AC	PROJECT MANAGER I - KEY	\$48.34
0023AD	PROGRAM MANAGER - KEY	\$65.47
0023AE	DIRECTOR OPERATIONS (PROG DIRECTOR) - KEY	\$69.62

LOT III - OPTION YEAR 2 - 1999 (25TH MONTH THROUGH 36TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	OTHER DIRECT COSTS	
0024		
0024AA	ESTIMATED MATERIALS (SPARE PARTS) - PER YEAR	\$251,283
0024AB	FACILITY AND VAN (3) LEASES	\$60,824

LOT IV - OPTION YEAR 3 - 2000 (37TH MONTH THROUGH 48TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	HELP DESK	
0025		\$28.21
0025AA	TECHNICAL SUPPORT SPECIALIST	\$36.41
0025AB	SENIOR TECHNICAL SUPPORT SPECIALIST	\$40.85
0025AC	PRIMARY TECHNICAL SUPPORT SPECIALIST	
	END USER SUPPORT	
0026		\$29.49
0026AA	FIELD ENGINEER	\$39.64
0026AB	LEAD FIELD ENGINEER	\$50.71
0026AC	SENIOR FIELD ENGINEER - KEY	\$40.85
0026AD	PRIMARY TECHNICAL SUPPORT SPECIALIST	
	NETWORK OPERATIONS	
0027		\$29.95
0027AA	NETWORK ADMINISTRATOR	\$37.61
0027AB	SENIOR NETWORK ADMINISTRATOR	\$40.85
0027AC	SYSTEM ENGINEER	\$50.78
0027AD	SENIOR SYSTEM ENGINEER	\$36.77
0027AE	NETWORK ENGINEER	\$45.71
0027AF	SENIOR NETWORK ENGINEER	\$55.13
0027AG	PRIMARY NETWORK ENGINEER	\$28.21
0027AH	TECHNICAL SUPPORT SPECIALIST	
	OPERATIONAL SUPPORT	
0028		\$20.62
0028AA	COMPUTER OPERATOR	\$24.98
0028AB	SENIOR COMPUTER OPERATOR	\$28.26
0028AC	LEAD COMPUTER OPERATOR	
	OPERATING SYSTEMS SUPPORT	
0029		\$36.41
0029AA	SYSTEM PROGRAMMER	\$45.32
0029AB	SENIOR SYSTEM PROGRAMMER	\$50.78
0029AC	PRIMARY SYSTEM PROGRAMMER	\$61.26
0029AD	STAFF SYSTEM PROGRAMMER	

LOT IV - OPTION YEAR 3 - 2000 (37TH MONTH THROUGH 48TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	OPERATING SYSTEMS SUPPORT (continued)	
0029		
0029AE	SENIOR DATABASE ADMINISTRATOR	\$50.78
0029AF	PRIMARY DATABASE ADMINISTRATOR	\$55.24
	TECHNICAL WRITING AND DOCUMENTATION	
0030		
0030AA	SENIOR TECHNICAL WRITER	\$33.67
	MANAGEMENT	
0031		
0031AA	TASK MANAGER - KEY	\$39.82
0031AB	PROJECT MANAGER I - KEY	\$49.56
0031AC	PROJECT MANAGER I - KEY	\$49.56
0031AD	PROGRAM MANAGER - KEY	\$67.10
0031AE	DIRECTOR OPERATIONS (PROG DIRECTOR) - KEY	\$71.37
	OTHER DIRECT COSTS	
0032		
0032AA	ESTIMATED MATERIALS (SPARE PARTS) - PER YEAR	\$251,283
0032AB	FACILITY AND VAN (3) LEASES	\$60,824

LOT V - OPTION YEAR 4 - 2001 (49TH MONTH THROUGH 60TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	HELP DESK	
0033		
0033AA	TECHNICAL SUPPORT SPECIALIST	
0033AB	SENIOR TECHNICAL SUPPORT SPECIALIST	
0033AC	PRIMARY TECHNICAL SUPPORT SPECIALIST	
	END USER SUPPORT	
0034		
0034AA	FIELD ENGINEER	
0034AB	LEAD FIELD ENGINEER	
0034AC	SENIOR FIELD ENGINEER - KEY	
0034AD	PRIMARY TECHNICAL SUPPORT SPECIALIST	
	NETWORK OPERATIONS	
0035		
0035AA	NETWORK ADMINISTRATOR	
0035AB	SENIOR NETWORK ADMINISTRATOR	
0035AC	SYSTEM ENGINEER	
0035AD	SENIOR SYSTEM ENGINEER	

LOT V - OPTION YEAR 4 - 2001 (49TH MONTH THROUGH 60TH MONTH)

CLIN	LABOR CATEGORIES	BURDENED LABOR RATES
	NETWORK OPERATIONS (continued)	
0035		
0035AE	NETWORK ENGINEER	
0035AF	SENIOR NETWORK ENGINEER	
0035AG	PRIMARY NETWORK ENGINEER	
0035AH	TECHNICAL SUPPORT SPECIALIST	
	OPERATIONAL SUPPORT	
0036		
0036AA	COMPUTER OPERATOR	
0036AB	SENIOR COMPUTER OPERATOR	
0036AC	LEAD COMPUTER OPERATOR	
	OPERATING SYSTEMS SUPPORT	
0037		
0037AA	SYSTEM PROGRAMMER	
0037AB	SENIOR SYSTEM PROGRAMMER	
0037AC	PRIMARY SYSTEM PROGRAMMER	
0037AD	STAFF SYSTEM PROGRAMMER	
0037AE	SENIOR DATABASE ADMINISTRATOR	
0037AF	PRIMARY DATABASE ADMINISTRATOR	
	TECHNICAL WRITING AND DOCUMENTATION	
0038		
0038AA	SENIOR TECHNICAL WRITER	
	MANAGEMENT	
0039		
0039AA	TASK MANAGER - KEY	
0039AB	PROJECT MANAGER I - KEY	
0039AC	PROJECT MANAGER I - KEY	
0039AD	PROGRAM MANAGER - KEY	
0039AE	DIRECTOR OPERATIONS (PROG DIRECTOR) - KEY	
	OTHER DIRECT COSTS	
0040		
0040AA	ESTIMATED MATERIALS (SPARE PARTS) - PER YEAR	
0040AB	FACILITY AND VAN (3) LEASES	

E4

B.2 TYPE OF CONTRACT

This a time-and-material and labor-hour contract.

B.3 OTHER DIRECT COSTS

All other direct costs associated with this contract shall be authorized by the Contracting Officer (CO). Other direct costs include all direct costs of a task order which are not attributable to the labor categories provided above. Other direct costs shall be reimbursed on a time and materials basis unless otherwise negotiated prior to issuance of any task order. Any travel costs associated with this contract, if applicable, shall be in accordance with the Federal Travel Regulations.

B.4 CEILING AMOUNT OF CONTRACT

The Patent and Trademark Office (PTO) anticipates obligating funds against the contract, as required, or obligating funds under individual task orders. Work under this contract shall be authorized by the issuance of task orders. Accordingly, the Government shall not be liable for any costs incurred by the Contractor in excess of the amount contained in any individual task order. Therefore, the Contractor shall not exceed the amount contained in the individual task order in the performance of the applicable task order. The combined value of all tasks orders under this contract may not exceed \$6,261,861.

B.5 CEILING AMOUNT FOR OPTION YEARS

The ceiling amount for the option years of this contract is as follows:

OPTION YEAR 1	\$ 8,648,063
OPTION YEAR 2	\$ 9,736,188
OPTION YEAR 3	\$10,772,491
OPTION YEAR 4	\$11,473,853

B.6

E 4

B.7 BURDENED HOURLY RATES

The fixed hourly rates for each labor category shall include direct labor costs, indirect cost, overhead, general administrative (G&A) expenses, and profit.

B.8 MATERIAL COST

Material cost shall include associated material, overhead and G&A only.

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The term Statement of Need (SON) shall be synonymous to the Description/Specifications/Work Statement within the contract.

1.0 PATENT AND TRADEMARK OFFICE MISSION

The mission of the PTO is to promote industrial and technological progress in the United States and to strengthen the national economy by:

- Administering the laws relating to patents and trademarks.
- Advising the Secretary of Commerce, the President of the United States, and the Administration on patent, trademark, and copyright protection.
- Advising the Secretary of Commerce, the President of the United States, and the Administration on trade-related aspects of intellectual property.

The requirements as presented in this SON are consistent with accomplishing the mission of the PTO.

2.0 ACQUISITION OBJECTIVE

The Acquisition Objective is to provide continued and expanded contractor support for Facilities Management and End User Support to support the PTO's mission of the examination and issuance of patents and trademarks. The PTO has a need, as defined in this SON, for acquisition of services to support the PTO's performance of high quality, efficient, and timely patent and trademark examinations.

In the past, the PTO has acquired facilities management and end user support in a variety of ways, from in-house support to 8(a) contracts. This has proved unmanageable and burdensome for the PTO's rapid growth in office automation. Office automation has a continued and substantial impact on the PTO's facilities, systems, and service requirements. It is the goal of this SON to provide Facilities Management and End User Support for all PTO organizations, ancillary contractors, and the "Work at Home" participants. The complete organizational structure and additional information on the PTO may be found at the PTO's Internet web site (<http://www.uspto.gov>).

3.0 FACILITIES MANAGEMENT/END USER SUPPORT SCOPE OF WORK

3.1 Overview

The PTO's automation service situation has become very fragmented over the past seven (7) years. This contract is intended to unify and facilitate service, deployment of new technology, and provide a vehicle to generate partnerships with various manufacturers and developers to enhance the automated working environment for the customer. The PTO is currently serviced by multiple contractors providing network operation support, mainframe support, network infrastructure support, help desk support, end user support, and movement of computers. As a result of these multiple contracts, there is an overlap of jurisdiction for problem resolution and other assistance. The PTO has relegated the current service into four main categories, Servers, Infrastructure, Help Desk, and End User. The PTO is seeking innovative solutions and streamlined approaches to solving these problems.

The Contractor shall accomplish the following objectives during the performance of this contract:

- Ensure that all hardware and software resources covered under this contract are maintained as stated in this document.

- Provide specified support for hardware and software products and services associated with the systems covered under this contract.
- Ensure that all modifications and testing of the systems are accomplished with minimum disruptions and delays.
- Ensure that all services are carried out with professionalism, courtesy, accuracy, and thoroughness.
- Ensure customer satisfaction goals are met.

The PTO Enterprise Network (Network) currently provides connectivity to over seven-thousand (7,000) nodes, with access to over one-hundred and fifty (150) Commercial-Off-The-Shelf (COTS) and custom applications which use various Network Operating Systems (NOS) to interconnect a Local Area Network (LAN) that services fifteen (15) buildings in Crystal City up to a mile apart, and several Wide Area Network (WAN) sites. In addition, there are remote sites in Boyers, PA; Sunnyvale, CA; and Detroit, MI. All office automation servers are currently located in a central facility within the PTO campus. Many network applications, such as the Microsoft suite of software including MS-Mail, are critical to the daily operation of the PTO. The number of systems that are dependent on the Network for communications are expected to significantly increase over the next five (5) years.

Currently, there are approximately six-thousand (6,000) customers at the PTO who use office automation and network services provided by the microcomputer hardware and software covered under this SON. Office automation requirements may significantly increase by the year 2000. Customers frequently change office locations which requires movement of office automation equipment. Moves of this equipment are often performed overnight, i.e., between the hours of 5:00 PM and 8:00 AM the next morning. Some moves may take place over the weekend.

3.2 Mandatory Requirements

1. The Contractor shall not make any changes, modifications, alterations, or enhancements to PTO's infrastructure, hardware, or software without detailed change records being approved by PTO. In addition, the Contractor must abide by all Service Level Agreements (SLA) and Standard Operating Procedures (SOP).
2. The Contractor shall provide support for all hardware and software listed in attachments.
3. The Contractor shall provide support from 6:00 AM to 12:00 PM (Mid-night) local time, Monday through Friday, and from 7:30 AM to 5:00 PM local time, Saturday, Sunday and Holidays (excluding Federal holidays observed at PTO's installation). These hours apply to all services provided unless otherwise stated.
4. The Contractor shall receive all calls for assistance from all customers through a centralized telephone number.
5. In addition to meeting service call response and resolution times, the Contractor shall be required to meet standards of customer satisfaction established by the PTO. Customer satisfaction measurements shall measure Contractor staff attributes such as professionalism, courtesy, expertise, attitude, and helpfulness. Measurements of customer satisfaction shall be factored into the Contractor's computation of monthly maintenance payment. The Contractor shall survey at least twenty-five percent (25%) of the customers requesting service on a quarterly basis for customer satisfaction. Additionally, the Contractor will provide a survey sheet available electronically in the shared folders of the PTO's e-mail for customers to utilize independently. The Contractor shall maintain a minimum ninety-five percent (95%) customer satisfaction measurement score at all times. The specific methodology shall be agreed upon by the PTO and the Contractor at time of contract award.

6. The Contractor shall be responsible for procuring, at the Contractor's expense, all space required to successfully execute the terms of this contract. In addition, the Contractor shall be responsible for providing all fixtures, furnishings, equipment, and supplies that are necessary for the successful performance of this contract unless specified elsewhere in the contract. The PTO will not provide the Contractor with any work spaces, storage spaces, or any other spaces except for network monitoring/management.
7. All documentation, software manuals, diagnostic routines, and any other aids (hereinafter called documentation) necessary to perform maintenance in this SON shall be furnished by the Contractor, whose property it shall remain. The PTO shall not be required to aid in the acquisition of any documentation.
8. The Contractor shall provide a location within a five (5) mile radius of Crystal City, VA for use in the receipt of equipment. The PTO will be responsible for verification of receipt of the equipment. The Contractor shall provide support in visually inspecting for damage.
9. The Contractor shall maintain an inventory of all Government Furnished Equipment (GFE) in the Contractor's possession.
10. The Contractor shall be responsible for preparing for surplus and disposal of obsolete and inoperable computer equipment in accordance with standard PTO procedures.
11. The Contractor shall be responsible for placing into production all microcomputers at the PTO. This includes, but is not limited to: receipt, initial inventory, set up, burn-in, testing, loading software, and deployment. In performing these services, the Contractor shall adhere to policies and procedures as set by the PTO.
12. The Contractor shall, with the PTO's approval, be responsible for developing, maintaining, and updating an automated shipping and receiving log of all equipment received at the Contractor's facility on behalf of the PTO.
13. The Contractor shall participate in technical evaluations of proposed new hardware, software, and networking technologies at the PTO. The Contractor shall work with the PTO to certify the serviceability and maintainability of automation and network technologies introduced for use at the PTO.
14. The Contractor shall operate and monitor Network components, including, but not limited to, all Network hardware, software, and office automation file servers. In addition the contractor shall respond to and fix network problems. These services shall be performed twenty-four (24) hours a day, seven (7) days a week, excluding Federal holidays observed at the PTO's campus. The Contractor shall gather network performance and statistical data for problem analysis. The Contractor shall troubleshoot network problems by responding to trouble calls and performing fault isolation and resolution.
15. The Contractor shall perform network management from a centralized management system. The PTO currently utilizes Simple Network Management Protocol (SNMP) and Remote Monitor (RMON) based applications to perform this function.
16. The Contractor shall provide monitoring and reporting for all Network node events. The PTO currently utilizes Hewlett Packard (HP)-Openview node manager and associated applications to perform this function.
17. The Contractor shall find and accurately report all network problems within ten (10) minutes of a failure. The Contractor shall resolve all network hardware problems within one (1) hour of the failure, and resolve ninety-five percent (95%) of all network software problems within two (2) hours of the failure.

18. The Contractor shall install, configure, test, and maintain network hardware and software. Installation includes, but is not limited to, Ethernet hubs and Ethernet and/or FDDI bridges and routers, servers and network management hardware and software.
19. The Contractor shall perform configuration management services for all associated documentation as needed to support the configuration identification and management of the network infrastructure.
20. The Contractor shall perform network problem and performance analysis as needed. Such analysis may include, but is not limited to: measurement of current traffic on existing production networks; network traffic load balancing and segmentation; determination of maximum device load for Ethernet segments and servers; and evaluation of network management software packages.
21. The Contractor shall provide day-to-day system administration for the Network Management Systems (NMS), including, but not limited to, the following:
 - Fault Management (e.g. Console Monitoring of the Network, Monitor File Servers);
 - Configuration Management (e.g. Maintain databases of IP address, baseline configurations of all network infrastructure and file server components);
 - Maintenance of maps of NMS;
 - Performance Management (e.g. Generate activity reports on all system outages, Real time network traffic analysis, Trend analysis of network traffic);
 - Maintenance of CAD drawings of the Network;
 - Performance of file server administration and maintenance; and
 - Performance, capacity and configuration management, protocol analysis, and problem resolution.
22. The Contractor shall perform a Root Cause Analysis (RCA) for Network problems when requested by the PTO. The Contractor shall perform problem analysis of the Network for system reliability, availability and maintainability, and shall maintain sparing levels to ensure required network performance levels.
23. The Contractor shall conduct functional and performance testing of existing production network components, paths, networks, sub-networks, and software as required. Verification of all tests shall be done by the Contracting Officer's Technical Representative (COTR) or designee by validating and signing a checklist after successful completion of the testing.
24. The Contractor shall operate all equipment with Original Equipment Manufacturer (OEM) supplied diagnostics to ensure data packets pass error-free as specified in manufacturer's equipment manuals. The Contractor shall install electronic components in the Data Communications Rooms/Telephone Closets as directed by the COTR or designee.
25. The Contractor shall provide cable and infrastructure installation and maintenance for the network cable plant. The Contractor shall complete cable installation/activation requests for ten (10) or less drops within seventy-two (72) hours of the user's request, and cable installation/activation requests for over ten (10) drops will be negotiated at the time of request. The Contractor shall complete all cable activation requests for ten (10) or less drops within twenty-four (24) hours of the user's request, and cable activation for over ten (10) drops will be negotiated at the time of the request.
26. The Contractor shall provide, install, and test network cabling in accordance with policies and procedures as set by the PTO.
27. The Contractor shall provide baseline configuration, documentation, deployment strategy, and training for all network enhancements and changes. The Contractor shall ensure the currency of all operational documentation.

28. The PTO shall provide the Contractor access to maintenance tracking systems. Currently, the tracking systems used by the PTO are Expert Advisor and Information/Manager (Info/Man). In opening, tracking and closing service calls, the Contractor shall adhere to policies and procedures as set by the PTO.
29. The Contractor shall create a service request record in a PTO provided maintenance tracking system for all calls received from customers or problems identified by the Contractor. The tracking systems shall serve as the central depository of information used by information systems personnel in resolving calls throughout the PTO. The Contractor shall then assign the call, as appropriate, for resolution and/or action. The Contractor shall inform the customer that the service request has been resolved. The Contractor shall close-out all calls in the PTO's tracking system upon problem resolution.
30. The Contractor shall answer all customer calls to the Help Desk within an average of three (3) minutes. In addition, the Contractor shall provide an option for the customer to leave a message if they do not wish to wait, and shall return all messages within fifteen (15) minutes of the customer's initial call. The Contractor shall issue a service request number for each call. The Contractor shall resolve at least ninety-five (95%) percent of all software related calls over the telephone on the initial call. If the Contractor is unable to resolve a customer's problem over the telephone, the Contractor will provide the customer with a time estimate of when a service person will meet the customer to fix the problem. This time estimate shall be within two (2) hours of the initial call, and shall include a service person contacting the customer to obtain more detailed information.
31. The Contractor shall resolve all calls and return the customer to full functionality within four (4) hours of the initial call. Records not resolved within four (4) hours must be updated on a daily basis. The Contractor shall track all calls recorded in the PTO's maintenance tracking systems and provide status of such calls as requested. If, within twenty-four (24) hours of the service rendered, the customer reports continued or recurring problems or reports incomplete service, the Contractor shall reopen the service call, assign it to the appropriate service provider, and escalate the call for immediate action within one (1) hour of notification by the customer. The Contractor shall retain records of all follow-up calls, including the date, time, and result.
32. The Contractor shall assure that all users are notified, as appropriate, of the release of software upgrades at least five (5) work days before, and also one (1) work day before, installation, by, for example, placing a Network Broadcast Message or placing a priority message on e-mail.
33. The Contractor shall be responsible for the installation, reinstallation, and removal of all COTS and government developed software for use on both stand-alone and networked microcomputers used at the PTO. Installed or reinstalled software shall be configured to support the hardware configuration and peripherals in use with the system. The Contractor shall test all software after installation for full functionality. The PTO shall provide the Contractor with a list of PTO approved and supported commercial software applications whenever this list is changed. When requested, the Contractor shall remove software and data from hard drives and floppy disks in such a way that the information is one hundred percent (100%) irretrievable.
34. Any equipment placed into service shall be a fully functional and performance level equivalent to equipment removed for repair. This replacement equipment shall have supported software loaded, configured, and peripherals attached. If the customer has data files, documents, or other files on the defective microcomputer, the Contractor shall ensure that such files (when not damaged) are transferred to the replacement computer.
35. Upon request, the Contractor shall remain at the customer's location while the customer validates the operability of the system.

36. The Contractor shall be responsible for recovering data from microcomputer hard drives and floppy diskettes when requested and when applicable.
37. The Contractor shall be responsible for upgrading microcomputer and network hardware/software/firmware as directed by the COTR or designee. Upgrades approved by the PTO shall be installed by the Contractor. Parts used in the upgrade shall be provided by the PTO. The PTO shall provide the Contractor with a list of PTO approved and supported upgrades whenever appropriate.
38. All material items provided in response to this SON must be compatible and of the same or better performance and quality of hardware and software currently installed. In addition, all material used must be available as COTS products and shall be in full commercial production at time of procurement.
39. All PTO requests for the relocation of microcomputer equipment shall be performed by the Contractor. The Contractor shall be responsible for scheduling (at the customer's convenience), coordinating, tracking, disassembling, moving, reassembling, and testing of all PTO microcomputer equipment.
40. Coordinated moves are defined as any request to move more than ten (10) microcomputer units from one point to another within the PTO campus. The definition of a microcomputer unit is either a microcomputer system which comprises of a CPU, keyboard, mouse or other pointing device, a monitor, a dedicated printer, and all other external peripherals which can include, but not be limited to, cables, modem, CD-ROM drive, scanner, surge suppresser, etc. or any networked printer and its associated peripherals (e.g. a Netport, surge suppresser, and cables). The Contractor shall complete all microcomputer equipment moves and relocations not later than the date that the move or relocation was scheduled for completion. The date of scheduled completion is defined as the date coordinated by the Contractor and agreed upon by the requesting office. In no cases shall a move or relocation be completed later than thirty (30) days after receipt of request unless specifically agreed to by the requesting office. For moves and relocations consisting of more than ten (10) units of microcomputers or printers, or a combination thereof, the PTO shall provide the Contractor a minimum of five (5) business days advance notice of any relocation requests. The Contractor shall be responsible for scheduling, coordinating, tracking, disassembling, moving, reassembling, and testing of all PTO microcomputer equipment.
41. The Contractor shall be responsible for ensuring that all expedited moves are completed within two (2) hours from receipt of such request. Expedited moves are defined as any request to move ten (10) or less units of microcomputer equipment from one point to another within the PTO campus.
42. Throughout the PTO campus, the PTO maintains microcomputer equipment in areas used by both employees and the public. These areas, known as Patent Clusters, Trademark Bull Pens, and Public Search Rooms, represent a vital link between patent and trademark data, employees and the public. As such, one-hundred percent (100%) functionality of this equipment is of paramount importance. The Contractor shall inspect all microcomputer equipment at each Patent Cluster, Trademark Bull Pen, and Public Search Rooms on a daily basis to ensure that the equipment is fully functional. The Contractor shall ensure that consumable items (e.g., toner cartridges, printer ribbons, paper) are adequately available on all printers in these areas. However, the consumable materials specified within this task shall be furnished by the PTO.
43. The Contractor shall identify parts (excluding mice) for Patent and Trademark Depository Library (PTDL) workstations requiring replacement within six (6) hours. The Contractor shall pack and ship replacement hardware to the PTDL so that it will arrive within five (5) working days of the initial call. The Contractor shall include any necessary information regarding replacement hardware and instructions for the PTDL to pack and ship back the broken hardware. The Contractor will be responsible for packing, shipping (including charges) and tracking the equipment.

3.3 Optional Requirement (Operational Support)

Operational Support consists of operating the PTO's data centers currently located in Crystal City, VA and Boyers, PA. The PTO may exercise the option for the entire operation, or may choose selected functions, or to augment current staff, depending on workload and the availability of staffing. It is the PTO's intention to move to automated operations as much as possible, and will look toward efficiency, and staff reduction to achieve its goals. The Contractor will support and assist in the development and implementation of solutions to the PTO's future "dim light" operations. The hours of support required under this section are twenty-four (24) hours a day, seven (7) days a week excluding Federal holidays observed at the PTO's campus.

1. The Contractor shall provide the PTO with computer operators to operate and maintain the PTO's mainframe computers (currently a UNISYS A-16, IBM 9330, and an AMDAHL 5990-1600) and automated tape libraries (StorageTek). Duties include answering system responses on the consoles, mounting magnetic tapes (round and square), recording shift information in automated shift logs, responding to abnormal job processing, and other assorted common operator functions. Operators must also monitor the mainframe system to ensure that user jobs are processing properly (MESSENGER), monitor dial-in access to ensure adequate modem space is available to meet all requirements, monitor system usage via OMEGAMON and Symon, and ensure that all aspects of the mainframe are processing properly. The operators shall be cross-trained and capable of operating both platforms.
2. The Contractor shall provide the PTO with support to manage the PTO's magnetic media. This includes processing magnetic tape scratch lists; identifying and shipping tapes to off-site storage; inserting and removing tapes from the automated libraries; maintaining the residual tape library; cleaning and certifying tapes; and, initializing new tapes to the system. The PTO utilizes CONTROL-T as its tape library management system. Media management requires knowledge of this product.
3. The Contractor shall provide the PTO with operators capable of troubleshooting and correcting problems with the UNIX based optical image servers. Operators must identify hardware, software and procedural problems and notify the appropriate servicing office for corrective action to be taken. Operators will also apply corrective actions to documented situations, and monitor the optical image servers by running small jobs and scripts that display their status at all times. The operators shall be cross-trained and capable of operating all platforms.
4. The Contractor shall provide the PTO with operators to support HP enterprise servers. Though these large scale servers require very little operator intervention, there may be occasions for backup/restore, rebooting, and power off/power on assistance. The operators shall be cross-trained and capable of operating all platforms.
5. The Contractor shall provide the PTO with operators to support off-line loading of image data. This UNIX-based process takes magnetic tapes and loads data to optical platters.
6. The Contractor shall provide the PTO with support in production control. This includes creation and delivery of all computer output to meet the needs of the PTO's customers, both external and internal. In addition, the Contractor shall be responsible for scheduling jobs via CONTROL-M and maintaining CONTROL-M databases.
7. The Contractor shall provide the PTO with operators to support Optical Character Recognition Processing (OCR) and to load text data to the Messenger database. Operators must be able to operate multiple OCR workstations simultaneously. This includes logging onto workstations and the network, starting/restarting application software, and selecting appropriate application parameters.
8. The Contractor shall provide the PTO with operators to support scanning of weekly issue patents at Boyers, PA using the Data Capture System.

3.4 Optional Requirement (Operating Systems Support)

The PTO may exercise the option for the entire operation, or may choose selected functions, or to augment current staff, depending on workload and availability of staffing. The Operating Systems Support requirement consists of the following: installation, configuration, maintenance, and management of all operating system and database management software installed on the PTO's enterprise servers, UNIX based workstations, and mainframes. The operating systems currently in use are MVS/ESA, MCP for Unisys A-16, UNIX, and Windows NT. Database management systems currently in use are DMSII, Oracle, ADABAS, Sybase, and FIDO. The PTO, at its discretion, could choose to exercise the option to augment its current Operating Systems Support Staff. If this were to occur, the personnel candidates would be required to have a computer science degree, an electrical engineering degree, or experience sufficient to offset the educational requirements. The Contractor shall furnish the PTO with certified resumes, specifying the pertinent training and experience for proposed candidates. Before the actual assignment takes place, all candidates must pass a technical interview conducted at PTO within three (3) days of the submission of the resume. No phone interviews will be conducted.

The Contractor shall provide the PTO with operating system programmers who shall install system software and incorporate that software into the production environment following the PTO's change management practices.

The Contractor shall provide the PTO with operating system programmers, who shall be responsible for tasks typically required of system software programmers supporting a production UNISYS A-series mainframe, an IBM MVS/ESA environment, and UNIX systems, particularly SUN and HEWLETT-PACKARD. These tasks include, but are not limited to, the following:

- maintain system software;
- develop system software;
- develop operational procedure, policy, and standards;
- maintain the A16, AMDAHL, or UNIX system configurations;
- maintain the A16, AMDAHL, or UNIX networks;
- comply with PTO's system security for the A16, AMDAHL, or UNIX;
- monitor and assess the capacity of the A16, AMDAHL, or UNIX devices;
- monitor and assess the performance of the A16, AMDAHL, or UNIX devices;
- provide guidance and technical expertise to conversions affecting multiple applications;
- assess vendor technology;
- analyze problems and collect documentation for reports to software vendors; troubleshoot system and application software;
- develop documentation, information bulletins, and technical memos;
- restore corrupted systems or data storage; and
- perform a triage on ANY system outage or problem.

The Contractor shall provide the PTO with candidates who possesses the following specific skills:

For UNIX Systems:

1. The Contractor shall provide UNIX operating system programmer(s) with five (5) or more years experience coding in the "C" programming language at the system software level and experienced with the HP-UX 10.1 or higher or SUN Solaris. This programmer must have experience with all systems administration functions, and be able to code complex shell scripts. This programmer must be able to develop new system utilities based on broad requirements.
2. The operating system programmer also shall have experience writing HTML and PERL. The operating system programmer must have current and practical experience with TCP/IP, NFS, Internet administration, Web server administration, and JAVA.

3. The Contractor shall also furnish the PTO with UNIX systems administrators. These administrators must be able to troubleshoot, monitor, and perform daily administrative functions such as ID maintenance, and backup/recovery. These systems administrators may be used to operate and support remote UNIX systems on the PTO campus.
4. The operating system programmer shall write and test system software patches, processing items, libraries, and programs in "C", PERL, and C Shell.
5. The operating system programmer shall be prepared to perform all duties associated with systems administration. For example password file maintenance, backup/recovery, day to day operational troubleshooting, application software installs, database installs, etc.

For current MVS/IBM support:

1. The Contractor shall provide an IBM MVS/ESA operating system programmer with five (5) or more years experience coding in the Basic Assembler Language at the system software level and experienced with the MVS/ESA 4.3 system release or later. This programmer must have experience writing patches to the operating system and other MVS system software. This programmer must be able to develop new system utilities based on broad requirements.
2. The operating system programmer must have current and practical experience with system utilities such as SMP/E, IOCP/MVSCP, JCL, IDCAMS, ICKDSF, TSO, ISPF, CLISTS, and REXX. The operating system programmer must have current and practical experience with communications software such as IBM TCP/IP, VTAM, NCP, and TCAM. The operating system programmer must have current and practical experience with non-IBM COTS software such as ACF2 Security package, Control-T Tape Management System, and Control-M Scheduling package. The operating system programmer must have current and practical experience in analyzing and resolving complex operating system problems using SLIP traps, GTF traces, and IPCS. The operating system programmer also shall have experience writing PL/I and C programs.
3. The operating system programmer shall write and test system software patches, processing items, libraries, and programs in BAL, PL/I, and C.

For UNISYS/A16:

1. The Contractor shall provide an Unisys A-Series operating system programmer with five (5) or more years experience coding in the ALGOL programming language at the system software level and experienced with the A-Series 4.0 system release or later. The programmer must have experience writing patches to the MCP and other Unisys system software. The programmer must be able to develop new system utilities based on broad requirements.
2. The operating system programmer also shall have experience writing COBOL74 and C programs. The operating system programmer must have current and practical experience with Unisys TCP/IP, NFS, DTS, BNAv2, COMS, NAU, and the implementation for A-series of Novell.
3. The operating system programmer shall write and test system software patches, processing items, libraries, and programs in ALGOL, COBOL74, and possibly C.

For ORACLE Database Administrators:

1. The Contractor shall provide an ORACLE Database Administrator with five (5) or more years experience installing, tuning, troubleshooting, and providing day to day support to ORACLE databases on UNIX and Windows NT platforms. This programmer must have experience with all systems administration functions, and be able to code complex shell scripts. This programmer must be able to develop new system utilities based on broad requirements.

2. The database administrator also shall have experience writing "C" and Visual Basic. The database administrator must have current and practical experience with TCP/IP, NFS, and Web server administration.
3. The database administrator shall install new ORACLE databases, install upgrades, patches, and new version levels to the UNIX servers in the PTO.

3.5 Optional Requirement (Technical Writing and Documentation)

The PTO may exercise the option for the entire operation, or may choose selected functions, or to augment current staff, depending on workload and availability of staffing.

1. The Contractor shall be responsible for drafting training guides, user guides, and handbooks associated with the PTO's global office automation and network connectivity programs upon the approval of the PTO.
2. The Contractor shall be responsible for drafting SOPs associated with the PTO's global office automation and network connectivity programs. The Contractor shall distribute and maintain SOPs upon the approval of the PTO.
3. The Contractor shall be responsible for drafting news bulletins related to the PTO's global office automation and network connectivity programs for release on Network file servers. The Contractor shall release and maintain electronic news bulletins upon the approval of the PTO.
4. The Contractor shall be responsible for drafting a monthly office automation newsletter. This newsletter shall contain news, helpful hints, tips, and information relevant to the PTO's global office automation and Network connectivity programs. The Contractor shall publish and distribute this newsletter to all PTO employees each month upon the approval of the PTO.
5. The PTO shall bear the cost of printing technical writings and documentation, however, the Contractor shall be responsible for the distribution of such material through the use of the PTO's distribution system upon the approval of the COTR or designee.

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

The deliverables required under this contract shall be delivered in accordance with standard commercial practices.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

52.252-01 Solicitation Provisions Incorporated by Reference.

As prescribed in 52.107(a), insert the following provision:

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of provision)

52.246-06

Inspection - - Time and Material and Labor-Hour

JAN 1986

SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

Base Year:	Date of Award through 12th months thereafter
Option Year 1:	13th month through 24th month
Option Year 2:	25th month through 36th month
Option Year 3:	37th month through 48th month
Option Year 4:	49th month through 60th month

F.2 PLACE OF PERFORMANCE

The effort required under this contract shall be performed at PTO in Arlington, VA; the Contractor's facilities and/or other sites designated by the PTO. Each task order will specify the place of performance.

F.3 PRINCIPAL PERIOD OF PERFORMANCE

The principal period of performance will be specified in each task order.

F.4 IDENTIFICATION OF CONTRACT DELIVERABLES

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

- Name and business address of the Contractor;
- Contract number and task order number;
- Date of report; and
- Name and office location of the COTR.

F.5 MONTHLY STATUS REPORT

The Contractor shall submit a monthly status report, covering the first day of the month through the last day of the month. One (1) copy each of the status report is due to the COTR and the CO seven (7) working days following the last day of the month. The format for the status report shall include a contract summary sheet to include the contract number and title, a task by task status report, a summary of problems, and a summary of expenditures. Each task in progress shall be summarized to identify the Task Order Manager for both the PTO and the Contractor, the task objective, progress, planned activities, information about deliverable status, and problems. The problem summary section shall describe any problems and proposed solutions, if applicable, and problem resolutions. The expenditures section shall summarize tabularly and/or graphically estimated costs and labor hours, overall and by task. Data shall include:

- (1) labor hours and dollar amounts expended for each labor category from the effective date of the contract thru the last day of the current reporting month;
- (2) labor hours and dollar amount expended by category during the current reporting month;
- (3) estimates of labor hours (by category) to be expended during the next reporting month; and
- (4) identification of direct labor hours of prime Contractor and subcontractor(s), if applicable.

In addition to the monthly status report, the COTR will have the Contractor generate other reports as necessary.

F.6 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this contract:

New Year's Day	January 1
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

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, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement weather conditions. The COTR will notify the Contractor when early release of Federal employees has been authorized.

F.7 PLACE OF DELIVERY

The deliverable items to be furnished hereunder shall be delivered to the COTR as named in Section G.1 "CONTRACT ADMINISTRATION."

F.8 DELIVERABLES

Each task order will specify the deliverables to be produced by the Contractor and the delivery date. All documentation deliverables shall be submitted first in draft form. The Government will have fifteen (15) working days to determine the acceptability of all completed draft deliverables and ten (10) working days to determine the acceptability of all completed final deliverables. Deficiencies in draft and final deliverables shall be corrected by the Contractor within ten (10) working days. In addition to the services required under the contract, the Contractor shall be required to provide the following deliverables, after completion of each PTO task order:

- Deliverables stated in each of the assigned task orders.
- Monthly Status Reports (See Section F.5 "MONTHLY STATUS REPORT")

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

A. Contracting Officer's Technical Representative (COTR)

(1) The COTR will be designated on authority of the CO 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 inspection necessary in connection with Contract concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of the Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property availability and provide for site entry of Contractor personnel, if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR.

(2) Tom King, is hereby designated as the COTR. 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 CO in writing.

NAME:	Tom King
ADDRESS:	U.S. Department of Commerce Patent and Trademark Office Office of Chief Information Officer 2011 Crystal Drive Crystal Park One, Suite 208A Arlington, VA 22202
PHONE:	(703) 305-8999

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

(a) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the scope of work, contract price, or other mutually agreed upon terms or provisions of the contract. Any Contractor request for changes shall be referred to the Contracting Officer (CO) directly or through the COTR. No such changes shall be made without the expressed prior authorization of the CO. The COTR may designate assistant COTR(s) to act for him/her by naming such an assistant in writing and transmitting a copy of such designation through the CO to the Contractor.

B. Task Manager(s)

All Task Manager(s) will be designated on authority of the CO to monitor all day-to-day aspects of task orders in conjunction with the COTR. The Task Managers will have the equivalent authority as the COTR under the contract with regard to the specific task assigned. The Task Manager(s) will be designated in all task orders.

C. Contracting Officer (CO)

All contract administration will be effected by the CO. Communications pertaining to contract administration matters will be addressed to the CO. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the CO authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

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

G.3 CONTRACT ADMINISTRATIVE OFFICE

This contract will be administered by:

NAME:	Henrietta V. Brox
ADDRESS:	U.S. Patent and Trademark Office Office of Procurement 2011 Crystal Drive Crystal Park One - Suite 810 Arlington, VA 22202
PHONE:	(703) 305-8016

Written communications to the CO shall make reference to the contract number and shall be mailed to the above address.

G.4 SUBMISSION OF INVOICES

The Contractor shall submit proper invoices on a monthly basis for payment. One (1) original and two (2) copies of each invoice shall be submitted for each task order. Invoices shall, if applicable, deduct the withholding amount as specified in FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts (APR 1984), contained in Section I "CONTRACT CLAUSES" of this contract. All invoices shall be submitted to the following address:

Courier or Hand Delivery
U.S. Patent and Trademark Office
Office of Finance
2011 Crystal Drive - Suite 802B
Arlington, VA 22202

U.S. Mail Delivery
U.S. Patent and Trademark Office
Office of Finance
Box 17
Washington, DC 20231

To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order number (one per invoice);
- (3) Description, price, and quantity of services actually delivered or rendered;
- (4) Name of Personnel performing the service, Labor-Hour Category, # of Hours worked and cost;
- (5) Payment terms;
- (6) Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to whom payment is to be sent;
- (7) Period of performance covered by the invoice;
- (8) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION

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

COTR Signature

Date

- (9) Other substantiating documentation or information as required by the contract.

E4

G.5 SEGREGATION OF COSTS BY TASK ORDER

As reference in Section G.4 "SUBMISSION OF INVOICES," all costs shall be accumulated and invoiced by individual task order for billing purposes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government may extend the term of this contract by unilateral modification to the contract on or before the last day of the applicable period of performance.

If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years from the effective date of this contract.

Exercise of this option shall be in accordance with Section F.1 "PERIOD OF PERFORMANCE."

H.2 KEY PERSONNEL

A. The Contractor shall assign to this contract the following key personnel:

Labor Category

Personnel

Program Director
Project Manager
Customer Services Manager
Help Desk Task Manager
Field Engineer Task Manager

E4

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

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

H.3 SUPERVISION OF CONTRACTOR'S EMPLOYEES

Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

H.4 GOVERNMENT AND CONTRACTOR FURNISHED FACILITIES AND EQUIPMENT

The PTO will provide the Contractor with access to any aspect of its automated environment and to any existing documentation needed to carry out this project. The PTO will provide space to the Contractor when space is available for this effort. The Contractor shall be responsible for its own leasing arrangements. The PTO will not provide any Government-furnished equipment under this contract.

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 OVERTIME

Unless otherwise provided in this contract, the Contractor shall not perform overtime work under or in connection with this contract for which premium compensation is required to be paid, without specific written approval from the CO.

H.7 TASK ORDER PROCEDURES

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

The designated COTR will initiate the task order implementation process by preparing a statement of requirements and/or objectives to be achieved in the form of a Task Objective Statement (TOS). The Contractor shall meet with the COTR to mutually discuss and agree upon the requirements and/or objectives to be achieved.

The Contractor shall prepare a proposal in response to the TOS incorporating the results of the discussions and forward it to the COTR for approval. The proposal shall contain the effective date of the task order, and the COTR's and designated Task Manager's names as delineated in the TOS, a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, any deliverables to be provided by the task order, any Government-furnished equipment, any Contractor-furnished items required, the labor categories required, the anticipated level of effort, and a cost ceiling.

Upon approval of the proposal by the COTR, the final task order will be forwarded to the CO for execution and issuance.

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

Following execution of the task order, technical clarifications may be issued in writing at any time by the designated COTR to amplify or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the CO of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the CO to reflect changes to tasking.

The Contractor shall not exceed the ceiling price established in each Task Order. If at any time the Contractor has reason to believe that the total amount for the Task Order, which will accrue in the next thirty (30) days, will exceed 80% (percent) of the ceiling price specified in the order, the Contractor shall notify the CO. Such notification shall include an estimate of the additional amount and, if necessary, additional time required for completion of the ordered work.

Task orders may be placed during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. All task orders, unless work is completed before the end of the contract period, shall terminate at the end of the contract period.

H.8 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the CO, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

H.9 ORGANIZATIONAL CONFLICT OF INTEREST

A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

C. Remedies - The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

H.10 INSURANCE COVERAGE

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

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least

\$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

HL11 SECURITY AND USAGE OF PATENT INFORMATION

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

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

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

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

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

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

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

HL12 GOVERNMENT-FURNISHED DATA (GFD)

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

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

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

H.13 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO 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 PTO, 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 PTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.14 RIGHTS IN DATA

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the PTO, at no extra cost to the PTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

H.15 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

The Contractor shall obtain and wear Contractor identification passes. Department of Commerce (DOC) security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to PTO's Security Office.

All background investigation reports will be processed by the PTO Security Office upon receipt. Those employees whose backgrounds do not meet the DOC and the PTO suitability requirements will not be allowed to work in PTO facilities. The Contractor will be notified of the results of any additional security investigations. PTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the PTO/DOC facilities, shall abide by all security regulations of the PTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such action shall not excuse the Contractor from the responsible performance of all tasks under the contract.

The DOC, Personnel Security Manual, DAO 207-1 dated June 1995 and additional memos from the DOC Security Officer as well as the PTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.

This clause also applies to any subcontractors or consultants used by the Contractor.

The Government shall not be responsible for costs incurred by the Contractor as a result of performing suitability/risk assessment checks or higher level security clearances, as necessary.

HL16 NOTICE TO THE GOVERNMENT OF DELAYS

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

SECTION I: CONTRACT CLAUSES

52.252-02 Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

52.202-01	Definitions.	OCT 1995
52.203-03	Gratuities.	APR 1984
52.203-05	Covenant Against Contingent Fees.	APR 1984
52.203-07	Anti-Kickback Procedures.	JUL 1995
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	SEPT 1990
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.217-08	Option to Extend Services.	AUG 1989
52.219-06	Notice of Total Small Business Set-Aside .	APR 1984
52.219-08	Utilization of Small, Small Disadvantaged and Women Owned Small Business Concerns.	OCT 1995
52.219-14	Limitations on Subcontracting.	JAN 1991
52.222-03	Convict Labor.	AUG 1996
52.222-26	Equal Opportunity	APR 1984
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts.	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
52.222-36	Affirmative Action for Handicapped Workers.	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era.	JAN 1988
52.223-02	Clean Air and Water.	APR 1984
52.223-06	Drug-Free Workplace.	JUL 1990
52.223-14	Toxic Chemical Release Reporting.	OCT 1995
52.227-14	Rights in Data - General.	JUN 1987
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts.	APR 1984
52.232-09	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	MAR 1994
52.232-33	Mandatory Information for Electronic Funds Transfer Payment.	AUG 1996
52.233-01	Disputes.	OCT 1995
52.237-02	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.239-01	Privacy or Security Safeguards.	AUG 1996
52.242-03	Penalties for Unallowable Costs.	OCT 1995
52.242-13	Bankruptcy.	JUL 1995
52.243-03	Changes - Time-and-Materials and Labor-Hours.	AUG 1987
52.244-03	Subcontracts (Time-and-Materials and Labor-Hour Contracts).	APR 1985
52.245-05	Government Property (Cost-Reimbursement, Time-and-Materials or Labor-Hour Contracts).	JAN 1986
52.246-06	Inspection - Time-and-Material and Labor-Hour.	JAN 1986

52.249-6 Alternate IV	Termination (Cost-Reimbursement)	SEP 1996
--------------------------	----------------------------------	----------

52.203-09 Requirement for Certificate of Procurement Integrity—Modification.

As prescribed in 3.104-10(b), insert the following clause:

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY—MODIFICATION (SEPT 1995)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY— MODIFICATION (NOV 1990)

- (1) I, [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.
- (3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity—Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS) _____

[Signature of the officer or employee responsible for the modification proposal and date] _____
 [Typed name of the officer or employee responsible for the modification proposal] _____

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

52.204-4 Printing/Copying Double-Sided on Recycled Paper.

As prescribed in 4.304, insert the following clause:

PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

(End of clause)

52.244-6 Subcontracts for Commercial Items and Commercial Components.

As prescribed in 44.403, insert the following clause:

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

(a) "Commercial Items", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions. "Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c) Notwithstanding any other clause of this contract, the Contractor is required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S. Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

(End of clause)

PROCEDURES FOR DISPUTES

DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE

To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS

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

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the

period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES

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:

Bradford R. Huther, Chief Financial Officer
U.S. Patent and Trademark Office,
2121 Crystal Drive, Suite 904
Washington, DC 20231
Fax Number (703)305-9038.

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:

Contract Law Division
Office of the Assistant General Counsel for Finance and Litigation
Department of Commerce, Room H5882
14th Street and Constitution Avenue, NW
Washington, DC 20230
FAX Number (202)482-5858

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 General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

- (1) Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
- (2) To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
- (3) To be complete, protests must contain the following information:
 - (a) the protester's name, address, telephone number, and fax number
 - (b) the solicitation or contract number, name of contracting office and the contracting officer
 - (c) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - (d) copies of relevant documents supporting protester's statement
 - (e) a request for ruling by the agency
 - (f) Statement as to form of relief requested
 - (g) all information establishing that the protester is an interested party for the purpose of filing a protest
 - (h) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

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

- (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 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

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

IV. REMEDIES

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

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

SECTION J: LIST OF ATTACHMENTS

The following attachments will be provided at the issuance of the first task order:

Attachment A: List of Hardware

Attachment B: List of Software