SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER	
AQPP1600733	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
DOC50PAPT1600026	09/30/2016		DOC52PAPT1600009	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No collect calls*)	8. OFFER DUE DATE / LOCAL TIME
	Cielo Ibarra	571-272-8825	08/01/2016 17:00

9. ISSUED BY CODE PROC8825
Office of Procurement
US Patent and Trademark Office
Attn: MS 6, Office of Procurement
P.O. Box 1450
Alexandria, VA 22313-1450

10. THE ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR
- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS NAICS: 541512
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8(A)

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %

[ ] 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE OCIO
Office of the Chief Information Officer
US Patent and Trademark Office
600 Dulany St.
Alexandria, VA 22313

16. ADMINISTERED BY CODE
Office of Procurement
US Patent and Trademark Office
Attn: MS 6, Office of Procurement
PO Box 1450

17a. CONTRACTOR/ OFFEROR CODE CGIFEDERAL FACILITY CODE *
CGI FEDERAL INC.
12601 FAIR LAKES CIR
FAIRFAX, VA 22033-4902
DUNS: 145969763

Telephone No.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE FINANCE1
OFFICE OF FINANCE
OfficeOfFinance@uspto.gov
Dir, US Patent & Trademark Ofc
PO Box 1450
Mail Stop 17
Alexandria, VA 22313

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (*Use Reverse and/or Attach Additional Sheets as Necessary*)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Lines				

25. ACCOUNTING AND APPROPRIATION DATA
2016-Z-2697-2016

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)
$0.00

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
(b)(6)

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)
Tashiana Carter

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)	31c. DATE SIGNED
Ray Godleski Vice President	9/28/2016	Tashiana Carter	9/29/16

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Table of Contents

Section	Description	Page Number
CS	Continuation Sheet	4

Section CS - Continuation Sheet

Reference CGI Federal Proposal dated August 9, 2016.

ID/IQ Maximum $480,000,000.00

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Software Development and Integration Next Generation (SDI-NG) Bridge Period of Performance: September 30, 2016 - September 29, 2017.	0.000000	EA	$0.0000	$0.00
	Description:				
	Requisition Number: DOC52PAPT1600009 - 0001				
	Additional Funding: 1. (2016 - Z - - - - - - 2697 - - - - -): $0.00				
1001	Software Development and Integration Next Generation (SDI-NG) Bridge Period of Performance Option Year 1: September 30, 2017 - September 29, 2018.	0.000000	LOT	$0.0000	$0.00
	Description:				
	Requisition Number: AQPP1600733 - 0001				
	Pricing Options: Unexercised Option 1				

Procurement:

Cielo Ibarra
Cielo.Ibarra@uspto.gov
571-272-8825

COR:

Neal Miskell
Neal.Miskell@uspto.gov
571-270-0883

Vendor:

Scarlett Bates
Scarlett.Bates@cgifederal.com
703-227-4702

Accounting and Appropriations Data:

Accounting and Funding Total:

$0.00

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK/SPECIFICATIONS

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), in performance of the following Statement of Work (SOW)/Specifications.

C.1.1 General. This SOW describes efforts in which experience/expertise in software development, integration and support are being sought to assist the USPTO in the examination of existing code through operational detection of failures/defects, the debugging of those failures/defects, further development integration, and to determine how to transform the agencies current state to a more effective/efficient future state that accomplishes the USPTO mission. This will require some re-engineering, technical assistance, and analytical support where the contractor's roles and responsibilities will likely evolve, as will the USPTO, their mission and those functional areas requiring support. This SOW establishes currently known areas to be supported and allows for growth and flexibility in the transformation of the USPTO.

C.1.2 Background. The USPTO is a federal agency comprised of approximately 13,000 employees. The mission of the USPTO is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public and by encouraging a domestic and international climate in which intellectual property can flourish.

C.1.3 Scope

The purpose of this SOW is for advancement of the existing software development process and the quality of existing USPTO systems in support of the USPTO Office of the Chief Information Officer (OCIO) program offices, and OCIO Roadmap Transformation initiatives related to the mission. The USPTO OCIO seeks a technical capability teamed with innovative concepts/methodologies and industry best practices in support of the USPTO's Information Technology needs.

The core elements anticipated for this requirement are: Software Development and Integration, Development Testing, Configuration Management Support, Production Support and Software Maintenance and Transition, and Program Management Support. The software development and integration services will provide for integration of Commercial Off the Shelf (COTS) products with customized software applications, database applications, and other solutions not available in off-the-shelf modular software applications. Integration may include the integration of technical components, organizational components and documentation.

The contractor shall provide the necessary skilled staff, tools, and resources to analyze, develop, test, configure, deploy, maintain, and enhance USPTO systems. The services required include life cycle development; i.e., system design and analysis, programming, testing, integration, training related to the products delivered, implementation, operations, system/software maintenance, project-specific system engineering, information/software engineering, product assurance, project management, and other related services and products. The USPTO reserves the right to compete unique requirements for development outside of this contract.

In addition, the USPTO also intends to award multiple contracts for the SDI-NG requirement. The USPTO reserves the right to determine which SDI-NG task orders to compete amongst SDI-NG contract holders.

C.2 SUPPORT HOURS OF OPERATION

C.2.1 Standard Operating Hours

The hours of operation will be any time between 0600 to 1800 EST, Monday through Friday (except Federal Holidays). There may be occasions when the Contractor employees may be required to work other than normal business hours including evenings, weekends and holidays to fulfill requirements under the individual task orders. Alternate work schedules may be authorized under this Contract with prior approval from the authorized government representative (Contracting Officer's Representative [COR] and Task Order Manager [TOM]) receiving the support services.

C.2.2 Emergency Off-Hours Support.

The Contractor shall provide emergency support as designated by each task order. The Contractor shall follow USPTO emergency management and notification procedures as delineated in the Operational Support Plan (OSP) for each Automated Information System (AIS). As directed by the COR or Contracting Officer, the contractor shall continue performance in emergency or mission essential conditions. Additionally, the contractor may be required to account for the whereabouts of their personnel should this information be requested by the COR or Contracting Officer.

C.3 Knowledge Transfer

As the USPTO prepares to complete a task order with the assistance of a contractor, it is looking toward preserving the knowledge that the contractor has amassed over the duration of the project. Knowledge transfer is one method for ensuring that accumulated wisdom does not leave the USPTO once the contractor moves on. The USPTO may implement a continuing knowledge transfer program to the USPTO to ensure that the USPTO does not lose valuable information and data. This may be in addition to the requirements for the

documentation required under the System Development Life Cycle (SDLC). However, throughout the duration of the contract, the contractor shall ensure all issues, operational procedures, configuration changes and "workarounds" are documented and added to a defect tracker or checked into the CM or a designated repository. The contractors shall ensure designs, builds, test plans, unit test cases, equipment and test bed plans, deployment instructions, bug fixes, configurations are updated properly when a change is made and the updated document checked into the CM repository. A contractor shall ensure all source, libraries, build, configuration files, COTS/Government-Off-The-Shelf (GOTS) and other files required for delivery are checked into the CM repository. CM shall be capable of reproducing all production systems. These are activities that are required as part of this SOW that need to be consistently performed in order to prevent the loss of valuable information.

C.4 Qualifications of Contractor Personnel

(a) The contractor shall propose the labor mix necessary to complete each issued task order.

(b) The USPTO will not provide or pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). The contractor is expected to provide trained, knowledgeable personnel according to the requirement of the Task Order. If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

C.5 Skills and Abilities

Below is a list of required skills and abilities required for this SOW. The task orders will describe set of the required skills and abilities needed to meet individual task orders.

The Contractor shall provide expertise in the following skills.
Note: **Bold** means these are the skill sets used most of the time.

Required Skills

- Active Directory
- **Practical Agile, not just theoretical**
- Automated systems performance, load, stress, data interface, code coverage, and security evaluation
- Build and Release Management for software
- C#,
- Enterprise Architecture
- Enterprise Service Bus
- HTTP
- **J2EE**
- **Java**
- **Javascript Libraries (Angular js, Jquery, DOJO)**
- **JUNIT and Eclipse**
- **JBOSS EAP/EWS and**
- Spring
- SQL database setup, distribution, and administration
- Oracle DB DAO, Stored Procedures, Application Database Development
- Star schemas
- Struts (1 and 2)
- Threading and memory

Required Skills

- C
- C++
- Data modeling
- Data warehousing
- DDL Generation and Database Sizing
- Design Patterns
- Distributed computing, including client-server, 3-tier (CORBA, J2EE and Web-based), database distribution, messaging
- EAI, and streaming data
- Extract, transform and load
- **associated integration and components (FUSE)**
- LDAP protocols
- Linux
- Materialized views, and metadata management
- **MySQL**
- Network Protocols
- Performance Analysis
- **Redhat**
- **Restful and JSON**
- SBX virtualization
- **Service Oriented Architecture (SOA)**
- Service segmentation (data and business services) characterization, and definition;
- Socket-level development and networking
- management
- UML
- UNIX (HP, AIX)
- VPN
- **Web Services**
- **XML**
- XSLT

Required Skills (Legacy)

- ASP.NET
- Cool-Gen/Advantage Gen
- MS (Windows 2000, 2003, 2007, 2010 and XP)
- VB Script
- VB
- VB.NET

Legacy Skill Sets are anticipated to be needed until 2018.

The Contractor shall be knowledgable in using the following existing tools listed in the table below. The use of these tools will vary by Task Order and proposed resources shall have experience using them, and in some cases certifications, to meet USPTO requirements:

Tools

- Alfresco
- Business Objects Designer
- Business Objects Webi
- Clearcase
- ClearQuest Test Manager
- ClearQuest
- Crystal Reports
- MS Exchange
- MS Project
- Mybatis
- Oracle
- Oracle Golden Gate
- Office 365
- PL/SQL
- Rally
- Remedy
- ReqPro
- RequisitePro
- SharePoint
- SOA Tester
- Software Architect
- Software Documentation Automation

Tools

- CSS
- Data Integrator
- Documentum
- Dreamweaver
- Eclipse
- EPMS
- Global360
- HTML5
- IBM CM Tools
- Mercury Quality Center
- Rational Data Architect
- Rational Functional Tester
- Rational Manual Tester
- SOLR
- SQL server
- TOAD
- Troux
- CloudForm
- Puppet

The Contractor shall be knowledgablewith the CICM CORE Products:

CICM CORE Products

- Jenkins
- SonarQube
  - *MySql*
- Nexus Community
- Nexus Pro
- Apache Subversion
- SCM Manager
- Canary
  - *StackStorm*
  - *MongoDb*
- CloudBees Enterprise
  - *HAProxy*
  - *Jenkins Operations Center*

The Contractor shall be knowledgable with the CICM Supported Technologies. The various tech stacks in use at the USPTO catalogs the current technology products and standards approved for use in supporting the agency's vision going forward. It is important that the products are used as intended within the business system. If you need clarification on a particular product or are unsure of a product's use, please contact the Enterprise Architecture Division (EAD).

CICM Supported Technologies		
Category	**Current Solution**	**Layers**
Continuous delivery Deployment automation Tools	Puppet 1.3.1 Ansible 1.6.6 Cloudforms	Service Operations
Build management	Apache Maven 2.2 Apache Maven 3.0 Apache Ant 1.6.2 Apache Ant 1.7.1 Apache Ant 1.8.3 Apache Ant 1.9.2 NPM **Bower 1.7.2** **Grunt 0.4.1** **GULP 1.6.11** **Drush(Drupal)**	Service Operations
Development IDE	Visual Studio 2005 Visual Studio 2010 Visual Studio 2013	Service Operations
Development framework	Gradle 1.9 Gradle 2.3 Grails 2.3.7 JDK (J2EE) 1.4 JDK (JEE) 6 - 1.6 JDK (JEE) 7 - 1.7 JDK (JEE) 8 - 1.8 Visual Studio .Net Framework 2.5 Visual Studio .Net Framework 3.0 Visual Studio .Net Framework 3.5 Visual Studio .Net Framework 4.0 Node.js 0.12.2 **PhantomJS v2.0** **Ruby** **ImageMagick** **Bouncy Castle** **ComponentOne**	Service Operations
Development Unit Testing	Visual Studio .Net Framework 4.0 **Karma v0.13** **OpenCover** **Nunit**	Service Operations

CICM Supported Technologies		
Automation Testing	Selenium TestComplete SOAPUI LoadRunner TestExecute WebInspect	Service Operations

C.6 Tools

The Contractor shall use primarily development, configuration management, and testing and tools designated by the USPTO. The following are the primary technologies of the existing USPTO infrastructure, although not inclusive, these are the technologies essential for successful transitioning of the existing system:

OS Platform, Programming Languages, and Key COTS/Open Source Tools

- Adobe
- C/C++/C#/.Net
- Doc2Pix
- Documentum
- DsSockets32
- Global 360
- ImagePro Input Accel
- ImageXpress
- Imagn
- Java
- JavaScript
- JBOSS EAP/EWS and associated integration and components (FUSE)
- JRE
- Kofax
- LeadTools
- Lincoln EPSFax 2.0
- MySQL
- NetAnswer
- OCX/Imaging
- Oracle Database
- Oracle Forms
- Oracle Reports
- PD4ML
- PrimeOCR
- Professional
- Spell Checker
- SQL Server
- Tomcat
- Unix Shell Scripts
- Victor Image Processing/Imecom's Print-2-Images
- ViewStar

OS Platform, Programming Languages, and Key COTS/Open Source Tools (Legacy)

- AIX and Windows
- BRS
- IIS
- Iplantet
- VB Script
- VB.Net

OS Platform, Programming Languages, and Key COTS/Open Source Tools

- Clear Path MCP
- COBOL
- Eclipse
- Handysoft Bizflow
- Perl
- Unisys and Unisys Data Provider
- Unix (HP-UX, Solaris)
- Unix (Linux)
- Visual Basic
- Visual Studios
- WebSphere Application Server
- WebSphere Edge Server

Legacy Tools are anticipated to be needed until 2018.

C.7 Performance Standards

All deliverables shall be measured against quality performance standards defined by USPTO and in accordance with an approved Quality Assurance Surveillance Plan (QASP), and as activities are determined at the Task Order level.

C.7.1 SDLC

All products delivered under the individual task order(s) shall conform to the principles, policies, and standards stated in the USPTO System Development Life Cycle (SDLC). The information on SDLC is made available for electronic review the following link: (https://usptogov.sharepoint.com/sites/e1b07ad4/New%20SDLC%2041%20Pages/SDLC%20Front%20Page.aspx)

C.6.2 Enforceable Standards

The contractor shall follow USPTO coding and development standards for all software development. The applicable standards and guidelines shall be placed on USPTO Intranet. The contractor is responsible for ensuring contractor staff adheres to USPTO standards and policies.

C.7 Phase-in and Phase-Out (Transition) at the Task Order Level

C.7.1 The Government plans for a one-week up to a 90 day transition at each task order level, if necessary, during which the successful offeror will provide the minimum staff to perform necessary transition at the task order level. To meet this requirement, the offeror shall provide a Transition Plan as part of the task order proposal if transition is a requirement at the task order level. The Transition Plan shall demonstrate understanding of the transition tasks and the complexities of assuming responsibility for the task order. The Transition Plan shall include a transition staffing plan and describe the process, details, and schedule for providing orderly transition activities. The Transition Plan shall be developed to

have minimal schedule/technical support impact. Further Transition Plan details may be requested at the task order level.

C.7.2 The Contractor shall provide phase-out support at the completion of a task order. The phase-out activities shall include a briefing and documentation provided by the contractor to describe the status of all activities/deliverables required under the task order. The Contractor shall complete inclusion of all deliverables into Configuration Management (CM) during the phase-out period. The deliverables to be included shall consist of development deliverables in both complete and incomplete phases, all source code, documentation for any actions being performed for maintenance or support to include all known software issues, status of software problem reports, known workarounds, all other documentation, test scripts, and any other electronic data applicable to the task order at no increase in cost to the USPTO.

C.8 SCOPE OF REQUIREMENTS

C.8.1 In support of the mission needs of USPTO and its stakeholders, the OCIO provides excellence in the management, execution, and leadership of USPTO's information technology needs. As part of this mission, the OCIO offers application development services for all USPTO stakeholders. To enable these services, the OCIO is establishing a contract vehicle that encompasses the following scope:

C.8.2. A full range of application development services, including:

- Use of various development approaches for application development, including DevOps;
- Services and support for complex IT platforms and technical environments;
- Troubleshooting and break/fix of production applications and/or services;
- COTS/GOTS (Government off the shelf);
- Applications/System/Integration/Performance/Security Testing;
- Code development and validation.

C.8.3. Management of product backlogs and technical debt;

C.8.4 Related program management support;

C.8.5 System production support;

C.8.6 Defect Triage;

C.8.7 User Experience Design;

C.8.8 IT related organizational consulting to include related business process reengineering, release management and continuous delivery;

C.8.9 Continuous improvement;

C.8.10 Architecture control and compliance;

C.8.11 Data exchange model support; and

C.8.12 Perform studies to analyze / define products and services and evaluate business strategies;

C.8.13 Support planning efforts, including defining requirements, supporting project schedules/activities descriptions, and determining necessary documentation; and

C.8.14 Purchase software and hardware, as needed, on behalf of the government.

C.9 TECHNICAL REQUIREMENTS/TASKS

C.9.1 Program Management. In order to provide program management services the contractor shall:

C.9.1.1 Work collaboratively with government and other contractor support staff;

C.9.1.2 Provide management and leadership required to make decisions and engage all relevant stakeholders. The Contractor shall ensure effective and proactive coordination and communication as well as interface with the USPTO staff and other Contractor support teams to ensure accountability, mission accomplishment and support of USPTO and SDI-NG services and operations;

C.9.1.3 Lead or participate in Integrated Product Teams (IPTs) involving system stakeholders to facilitate the completion of quality and timely deliverables;

C.9.1.4 Identify, track and manage technical debt on each project;

C.9.1.5 The Contractor shall follow USPTO System and Software Development Practices and Coding Practices,

C.9.1.5.1 If the Contractor has Technical Debt, provide explanation of how it occurred as well as how the Contractor will minimize and prevent in the future.

C.9.1.6 Develop and maintain task management plan;

C.9.1.7 Develop a project plan and identify project dependencies;

C.9.1.8 Provide weekly status reports to the TOM and COR via electronic mail if required on individual task orders and participate in status review meetings. The status reports shall include a summary of all Contractor work performed, including an assessment of technical progress, schedule status, resource changes, performance against metrics, and any Contractor concerns or recommendations for the previous period;

C.9.1.9 Establish a work breakdown structure (WBS) describing the project tasks they are executing if the project is utilizing a non-agile methodology. The Contractor shall identify critical paths in project schedules. Utilize best practices for feature and user story breakdown if the project is utilizing an agile methodology;

C.9.1.10 Submit accurate and timely cost reports and invoices;

C.9.1.11 Establish effective cost controls and seek opportunities to minimize costs to USPTO;

C.9.1.12 Integrate and coordinate all activities needed to execute the requirements. The Contractor shall follow USPTO procedures and policies referenced in this SOW as well as best practices to ensure requirements are deliverable at the highest quality. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of sub-contractors. The Contractor shall ensure customer satisfaction and professional and ethical behavior of all Contractor personnel; and

C.9.2 System and Software Development Activities

The Contractor shall use the USPTO development methodologies for analysis, design, development, integration, maintenance of systems to produce high quality, robust systems. Work shall be based on user requirements, business and OCIO needs, TRM, and agency initiatives and shall identify and define an incremental migration strategy that causes no disruptions to the existing legacy systems or the production of those systems. The following subsections are the activities for the system and software development:

C.9.3 New and Existing Systems

C.9.3.1 The Contractor shall provide expertise to perform analysis, design and development, installation and integration for maintaining existing systems; and analysis, design and development of new applications and services to

achieve a high degree of capacity and availability of the systems. All development activities performed under maintenance follow the standard policies and procedures. The production support details will be provided on a per task order basis. Maintenance includes support of changes in production including network, patches, password updates (including 90 day resets), research of issues or topics resulting in recommendations, analysis of production issues, outages, crashes, hangs, missing data, display issues, data load issues, slowness, identification and documentation of "workarounds", identification of long term solutions, reporting and root cause analysis, designing, updates based on reviews, implementing, unit testing, creating new unit tests and fixing existing for the solution, supporting the test process, deploying, monitoring the deployment, appropriate documentation updates. Work around solutions may require scripts and implementation and and/or manual steps identified, documented and provided to USPTO. The contractor shall identify and document opportunities to reduce operational costs by documenting software changes and bug fixes (further detailed at the task order Level). The USPTO systems to be covered shall be designated at the task order level. A current list of systems is maintained in the AIX Master List and will change as systems are added, replaced or retired.

C.9.3.2 The Contractor shall provide services to include analysis, design, configuration, integration, and deployment for existing and new products identified or required by USPTO.

C.9.3.3 The Contractor shall provide application software design, development, testing, production and post production support as required. All Alpha, Beta or other preview testing shall be supported as testing. Post deployment support starts after a successful production deployment and shall be included in the Project Plan.

C.9.3.4 The Contractor shall provide automated unit test code and associated data compatible with CICM for delivery.

C.9.3.5 The Contractor shall perform solely from source documents, i.e., requirements (functional and technical), software architectures and designs, and UI designs.

C.9.3.6 The Contractor shall support the system integration into the enterprise system.

C.9.3.7 The Contractor shall ensure compliance with Enterprise Architecture and High Availability guidelines.

C.9.3.8 The Contractor shall support system integration across implementation teams (e.g., configuration, development, data, test, technology

integration).

C.9.3.9 Design, document, and deliver functional and technical specifications for new and/or changed functionality or components of an Enterprise System.

C.9.3.10 For Agile projects, the backlog will include features, bug fixes, and functional system level upgrades for development.

C.9.3.11 The Contractor shall provide requirements traceability for designs, development, configurations, bug fixes, and scripts.

C.9.3.12 The Contractor shall follow USPTO Software Development Guidelines.

C.9.3.13 The Contractor shall provide system/data reports as required at the task order level.

C.9.3.14 The Contractor shall support the implementation of health check for all NextGen systems in accordance with USPTO's NextGen Applications Logging and Monitoring Guidelines.

C.9.3.15 System and Software development will be open source. All source code developed will be made available to USPTO. Follow OMB guidance and initiatives, and best practices.

C.9.4 Architecture and Design

C.9.4.1 The Contractor shall adhere to the USPTO architecture to include storage, database designs, interfaces, services, technologies, and frameworks.

C.9.4.2 The Contractor shall collaborate with the USPTO and other resources designated by USPTO for architectural and design reviews, and guidance.

C.9.4.3 The Contractor shall create, update, and present architectures, system designs, data architecture for USPTO review as requested in the task order. The Contractor shall address constraints, limitations or defects which result from USPTO review.

C.9.4.4 The Contractor shall adhere to all USPTO policies and standards for all design to include quality, performance, scalability, maintainability, accessibility, usability, security, and logging.

C.9.4.5 The Contractor shall adhere to security requirements, i.e., integrity assurance, accreditation, etc.; and federal requirements to include accessibility in accordance with Section 508; usability requirements shall be in accordance with NISTIR 7432.

C.9.4.6 The Contractor shall identify and document any open source, COTS, libraries, new technologies being used.

C.9.4.7 The Contractor shall identify and document all interfaces and services in the design for USPTO review.

C.9.4.8 The Contractor shall maximize the use of common designs, existing services and approved open source when possible, or provide rationale to the USPTO. When directed by USPTO, the contractor must use existing common architecture, services or code.

C.9.4.9 The Contractor may recommend alternative technologies in unique cost effective implementations to advance the initiatives of the OCIO and provide service excellence through reliable, secure, cost effective, and responsive delivery and performance.

C.9.5 Coding

C.9.5.1 Development, builds, testing and deployments must follow USPTO CM policy and procedures.

C.9.5.2 The individual Contractor developing code will be the individual Contractor to check code in CICM system, not another individual on the task.

C.9.5.3 The Contractor shall develop and provide build instructions, configuration, integration with automated builds and deployment, deployment install scripts for server, database, and desktop deployments, deployment instructions for software releases.

C.9.5.4 The Contractor shall provide development for existing and new USPTO systems.

C.9.5.5 All code, scripts, configurations developed under this contract is the property of the USPTO.

C.9.5.6 All code deliveries shall meet USPTO coding standards.

C.9.5.7 The Contractor shall participate collaboratively in code reviews throughout the development phase with USPTO and other resources designated by USPTO.

C.9.5.8 All code deliveries shall meet minimum defects per 1000 Lines Of Code (LOC) as specified in the QASP. The Contractor shall not produce excessive lines of code that dilutes this metric. Delivery of code with defects beyond the minimum or with habitual issues and violations shall

result in negative incentives as specified in the task order. Habitual issues are standard and best practices violations that occur more than one time per contractor.

C.9.5.9 The Contractor shall provide code review results from their internal code review.

C.9.5.10 The Contractor shall review results of USPTO code reviews and provide remediation. Violations of coding standards and defects per 1000 LOC after the first code delivery for all systems supported from the contractor shall result in negative incentives per Task Order.

C.9.5.11 The Contractor shall update architecture, design, services, build, and operations support documentation if the development results in any design, build, architecture, interface, services change after approval by the USPTO of design change.

C.9.6 Unit, Integration, Performance, Security, and Regression Testing

C.9.6.1 Perform unit, integration, performance, security, and regression testing on all software developed for the USPTO;

C.9.6.2 Integrate the unit tests into the build per CM policies and monitor test results via the test automation dashboards and tools provided. The Contractor shall meet at least 85% of unit test coverage;

C.9.6.3 Provide automated unit test code and associated data compatible with CICM for delivery;

C.9.6.4 Update test plans, documentation, and unit tests to reflect any changes found;

C.9.6.5 Assist with development of test strategies and automated test plans for test events;

C.9.6.6 Create and maintain test data, develop automated test scripts, conduct and support test readiness reviews and test events, develop test stage gate criteria, produce test result reports, and maintain requirements traceability documentation;

C.9.6.7 Prepare, schedule, coordinate, conduct, analyze, and document test events. Test events may include: network, connectivity, integration, functional, volume, stress, regression, auditability/ Federal Information System Control Audit Manual (FISCAM), security, user acceptance, backup, restore, and disaster recovery; and

C.9.6.8 Identify, document, track, mitigate, manage, and resolve all defects discovered during test events in the USPTO designated system. Completion timeframes to be defined at the task order level.

C.9.6.9 Develop and execute test automation scripts and automation frameworks to be used for functional and regression testing of both batch processing and interactive applications;

C.9.6.10 Research tools, methods, and technology trends to support test automation objectives;

C.9.6.11 Contribute to the development and promotion of design and coding standards for automated testing scripts;

C.9.6.12 Provide tools expertise and design and coding assistance to Application Engineering and Development (AED) and Infrastructure Engineering and Operations (IEO) staff tasked with developing, maintaining, and executing automated test scripts;

C.9.6.13 Develop reusable functions and components that can be used to maintain and extend automated tests for multiple projects with maximum reuse of code;

C.9.6.14 Develop test scripts that perform both batch and interactive tests automatically, including testing of processes involving main frame and distributed applications;

C.9.6.15 Design, modular scripts that allow tests to be maintained or extended without additional script coding;

C.9.6.16 Provide in-depth technical expertise and advice to testing teams in the use of automation framework, to facilitate the use of automated testing across multiple projects and work streams;

C.9.6.17 Review User Interface specifications, and technical specifications to understand the system workflow and business requirements;

C.9.6.18 Review manual test cases, executing where necessary, to understand the low level detail and identify functions required to enable scripting/coding. Identify application components to be automated based on both the business priority and expected benefit of automated testing;

C.9.6.19 Develop a design approach for automated testing for assigned projects;

C.9.6.20 Document the proposed approach and review it with the project team;

C.9.6.21 Participate in reviews and inspections that pertain to the inputs to test automation as well as the test automation code;

C.9.6.22 Develop test data in preparation for test execution;

C.9.6.23 Participate in project-related meetings for test planning;

C.9.6.24 Maintain test scripts, making changes where necessary in order to maintain their proper functioning as applications and data change;

C.9.6.25 Execute automated test scripts for both functional and regression testing cycles. Analyze and report test results;

C.9.6.26 Document application problems found using automated tests, including scripting steps and data needed to reproduce the problem and provide in a written report to the TOM;

C.9.6.27 Report test execution progress and test results to development team lead;

C.9.6.28 Perform regression testing on all software prior to deployment into Formal Quality Testing (FQT).

C.9.7 Configuration and Release Management

C.9.7.1 Check code, scripts, and configuration files into the USPTO CM Repository as developed and in accordance with CM policy, specifically the Continuous Integration Configuration Management (CICM) User Guide, to develop Software on the CICM platform;

C.9.7.2 Ensure that the USPTO can recreate all builds for every release exclusively from code in the CM Repository;

C.9.7.3 Provide detailed documentation describing how to build the delivered, tested software;

C.9.7.4 Perform system configuration to enable the to-be business processes in one or more of the enterprise applications;

C.9.7.5 Provide system configuration support based on configuration plans, which may be developed by the USPTO or the Contractor (varies by task order) that incorporate configuration scope, release cycles, test plans, data requirements, and associated development objects. System configuration includes creating supporting documentation, including processes and procedures, and performing audits. All of which shall conform to the USPTO configuration management policy;

C.9.7.6 Provide, maintain, and update Dynamic Operational Support Plans;

C.9.7.7 Implement use of Software Code Quality (SCQ) and Software Code Assurance (SCA); http://ptoweb.uspto.gov/ptointranet/cisd/cio/archive/tsgs/docs/RST_TSG.DOC;

C.9.7.8 Use Government provided automated testing tools to detect errors, enable best practices, find security vulnerabilities, and remediate the applicable vulnerabilities within developed software source code; and

C.9.7.9 In accordance with SDLC, conduct all necessary deployment and release activities including fully preparing the sites for implementation; conducting pre-deployment site assessments; validating infrastructure readiness; providing end user identification, mapping, provisioning and implementation; and change management and communications activities;

C.9.7.10 Support on-site post deployment activities (e.g., end user training, data validation, data maintenance, prioritization and escalation of help desk tickets, financial compliance and validation, and translation of business processes in the enterprise environment.

C.9.8 User Experience Design

C.9.8.1 Plan and conduct User Research to determine stakeholder and end-user needs and preferences;

C.9.8.2 Support usability metrics that need to be met;

C.9.8.3 Using the USPTO User Centered Design (UCD) methodology, develop conceptual (wireframes, mockups) and logical (clickable wireframes, prototypes) designs that both meet usability metric goals and are technically feasible (see section J-10);

C.9.8.4 Plan and conduct expert reviews (heuristic evaluations) and/or usability tests to evaluate the usability of the product;

C.9.8.5 Maintain the Portfolio and Project Pattern Libraries and Style Guide to provide a consistent look and feel across USPTO applications. Collaborate with the UXD Standards Governance Committee and maintain all documentation within the Enterprise Pattern Library as new designs are created;

C.9.8.6 Develop testing plan including script and metrics;

C.9.8.7 Iteratively conduct usability testing (frequency to be defined at the task

order-level);

C.9.8.8 Generate usability test reports outlining findings and recommendations from tests; and

C.9.8.9 Develop 508 compliant applications within the scope of USPTO adapted standards.

C.9.9 Defect Triage

C.9.9.1 Participate in defect triage following the USPTO Defect Management Plan using USPTO defect management tools;

C.9.9.2 Identify, correct, and document defects using the defect management tools; and

C.9.9.3 Implement, maintain, and report on the causes for high risk issues and determine how to prevent them from being repeated. The Contractor shall include a root-cause analysis and written remediation report when requested by the COR or TOM within 5 business days of the findings.

C.9.10 Production Support

C.9.10.1 Maintain, sustain, update, and migrate system baselines for development, quality assurance, Continuity of Operations (COOP) and training;

C.9.10.2 Maintain and update Plan of Action and Milestones (POAMs), and bugs;

C.9.10.3 Ensure that the USPTO can support any proposed software solution, and that the solution includes all technical support data and maintenance procedures to detect and isolate issues in production;

C.9.10.4 Provide configuration and installation information for production needs, and document and provide deployment instructions for both COTS and developed systems;

C.9.10.5 Provide training and/or documentation as requested level of effort will vary by task order;

C.9.10.6 Provide on-call Operational Support 24 hours a day, seven (7) days a week, as specified in task order;

C.9.10.7 Provide emergency support for production issues as required, as specified in task order;

C.9.10.8 Provide a root cause analysis for all production software investigations;

and

C.9.10.9 Handle outages on production systems in accordance with the OSP for that AIS;

C.9.10.10 Automate production tasks, when possible.

C.9.11 Maintenance Support

C.9.11.1 Identify, plan, and conduct maintenance activities. The Contractor shall perform maintenance activities including identification, isolation, and resolution of system problems to restore normal operations;

C.9.11.2 Perform maintenance activities including systematic inspection, detection, and correction of problems before they occur. This support will help increase software maintainability and reliability, and to prevent problems in the future (e.g., applying application or operating system patches).

C.9.11.3 Schedule maintenance (frequency to be defined at the task order-level), apply patches, and adhere to information assurance vulnerability alerts. Plan for and manage multiple landscapes and transport paths and coordinate efforts across multiple products/programs.

C.9.11.4 Perform maintenance activities (frequency to be defined at the task order-level), designed to cope with changes in the software environment including the implementation of processing efficiencies, and/or considerations for additional delivered capabilities to enable existing and future requirements;

C.9.11.5 Monitor and report system and operational metrics against system-specific defined standards and parameters;

C.9.11.6 Complete operational and system performance measurement as specified in each task order;

C.9.11.7 Design, document and implement policies, processes, and procedures to ensure that COOP is consistent with system availability requirements during all disaster recovery test events, and after a natural or manmade disaster renders a component of the technical landscape unusable. Coordination includes communication with the hosting organization to ensure the requirements for system design and sustainment are synchronized; and

C.9.11.8 As specified in each task order, track and resolve system incidents and problems identified in the USPTO tracking system. This includes

problems that impact system functionality or availability, diagnostics, interface problems, performance-related problems, and collaboration with the COTS enterprise application vendor to resolve problems.

C.9.12 Studies

C.9.12.1 The Contractor shall perform studies to analyze/define products and solutions, including market research.

C.19.12.2 The Contractor shall identify viable commercial and government products and solutions and determine whether they meet USPTO's mission / requirements.

C.9.12.3 The Contractor shall define criteria for evaluating alternatives.

C.9.12.4 The Contractor shall perform an analysis of alternatives and define each alternative's capabilities, risks, benefits, and costs.

C.9.12.5 The Contractor shall evaluate business strategies and provide recommendations as to which alternative best meets USPTO's needs.

C.9.13 Planning

C.9.13.1 The Contractor shall work with USPTO stakeholders and customers to define and capture business or operational user needs.

C.9.13.2 The Contractor shall identify operational inefficiencies and opportunities for improvement.

C.9.13.3 The Contractor shall define requirements and performance metrics to address business and operational user needs. Note: If the Contractor supports requirements definition for a specific effort, then the Contractor will be ineligible to compete for the task order to perform that work.

C.9.13.4 The Contractor shall support the development of project schedules and activity descriptions.

C.9.13.5 The Contractor shall identify and develop any necessary planning or requirements development documentation.

C.10 Standards and Policies

C.10.1 The Contractor shall adhere to the USPTO enterprise policies including Enterprise Configuration Management (ECM) and Configuration Management (CM) procedures.

C.10.2 The Contractor shall adhere to the USPTO Architecture or to the existing architecture for development for new projects/services and to existing projects that are part of the next generation USPTO.

C.10.3 The Contractor shall adhere to all USPTO guidance for all development for business and operational metrics.

C.10.4 The Contractor shall adhere to the USPTO policies and standards for software development. Where standards do not exist, Application Development shall adhere to industry best practices as approved by the USPTO.

C.10.5 The Contractor shall use development, CM, Testing and other tools designated by the USPTO.

C.10.6 The Contractor shall use SDLC including the current software development methodology, policies, procedures and directives.

C.10.7 The Contractor shall follow USPTO lifecycle testing policies, guidelines and procedures for test planning, test case design, test case development, test automation, test execution, test reporting, and defect management.

C.10.8 The Contractor shall follow USPTO Information Technology Infrastructure Library (ITIL) policies, procedures and directives.

C.10.9 The USPTO is constantly updating and creating policies and standards. Any new policies and standards will be identified at the task order level.

C.11 QASP

C.11.1 The Contractor shall develop and maintain a Quality Assurance Surveillance Plan (QASP) that documents the Contractor quality assurance process and covers all aspects of quality management to include corrective actions. The plan shall include the Contractor's approach pertaining to contract deliverables; approach to delivering conforming services with minimal government oversight; approach to personnel and sub-contractor evaluations; approach to measuring customer satisfaction; approach to risk management to include risk mitigation; approach to cost control; approach to schedule adherence; approach to incentives for personnel. Metrics in the QASP should include project management metrics such as: schedule, budget & expenditure reporting, efficiency in code, code coverage, defects per lines of code, design defects, testing defects, production defects, adherence to standards, CM build success rate, installation issues, productivity metrics (e.g. incident resolution/unit of time), emergency response time and others as identified by the contractor.

C.11.2 Metrics shall be baselined in the QASP and updated on a task order basis based on the volume, complexity of the work and the timeliness and quality of the contractor. The contractor shall provide a QASP 30 days after contract award with metrics from the contractor to show how they shall provide a quality product(s) and support. The QASP shall be updated and resubmitted on a yearly basis at a minimum. Performance ratings for each of the metrics shall be based on the volume and complexity of work performed, and the timeliness and quality of the contractor response. Poor performance may affect award of future task orders.

SECTION D - PACKAGING AND MARKING

D.1 Packaging

(a) All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe and timely delivery at the destination, in accordance with applicable security requirements.

(b) Cover letters and deliverables are to be assembled together in one complete package; with the exception of technical deliverables required under task orders, addressed to the Contracting Officer. The Contractor is to furnish the Contracting Officer only the cover letters for technical deliverables. This does not apply to any contractual administration documents that the Contractor is required to send to the Contracting Officer.

(c) Other special packaging provisions may be specified in any task order issued under this contract.

D.2 Marking

(a) PROPRIETARY OR SENSITIVE MATERIAL -- The Contractor shall isolate all material which it asserts is "proprietary" or "sensitive," and shall provide that material within an appendix or appendices. This isolation includes both material for which the contractor asserts its own rights and material that the contractor asserts is proprietary to other vendor or vendors. The Contractor shall appropriately mark that appendix or those appendices; the contractor shall not mark any other pages of the document deliverables. The Contractor shall refer the reader, in the main text, to the appendix or appendices. The Contractor shall mark the cover of each and every document deliverable with a statement. That cover statement shall: 1) state that there is no proprietary content on unmarked pages; 2) identify the appendix or appendices which contain proprietary content; 3) state the USPTO has complete freedom to distribute the document, without the marked parts, to anyone, including other companies, foreign governments, foreign nationals, and academia; 4) state that the Contractor assumes full responsibility for the correct isolation of proprietary content of the marked

appendix or appendices. Within the marked appendix or appendices, the Contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," " Six (6) years after final payment, this information is no longer considered sensitive, and may be freely distributed or disposed"). This requirement applies to all tasks under this contract.

(b) PROCUREMENT SENSITIVE MATERIAL -- All procurement sensitive documents delivered to the USPTO shall be bound under a red cover for easy identification. Procurement sensitive deliverables must be packaged for delivery in a sealed, addressed envelope or box. The envelope or box must be stamped with the procurement sensitive notification. Delivery of procurement sensitive deliverables shall follow the same procedures used for other contract correspondence/deliverables. If the documents delivered to the USPTO are through electronic delivery, ensure all documents are marked with the procurement sensitive notification.

(c) All deliverables prepared and submitted by the contractor to the Government shall include the following information on the cover page of each document:

(1) Contract number
(2) Task order number
(3) Deliverable Number
(4) Deliverable Name

(5) Date of document
(6) Cover statement, as required by this clause that shall:
   a. State that there is no proprietary content on unmarked pages
   b. Identify the appendix or appendices that contain proprietary content
   c. State the USPTO has complete freedom to distribute the document, without the marked parts, to anyone whomsoever, including other companies, foreign governments, foreign nationals, and academia
   d. State that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices.

(7) Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "Six (6) years after final payment, this information is no longer considered sensitive, and may be freely distributed or disposed").

Period of Performance

(a) The period of performance of this contract, excluding options, shall be from the effective date of the contract for one year. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Base Period	09/30/2016-09/29/2017
Option 1	09/30/2017-09/29/2018

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER	
289P1851257	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
DOC50PAPT1600026	05/02/2018	1333BJ18F00280071		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No collect calls*)	8. OFFER DUE DATE / LOCAL TIME
		571-272-8014	

9. ISSUED BY — CODE 1333BJ
Office of Procurement
US Patent and Trademark Office
PO Box 1450-Mail Stop 6
600 Dulany St.,MDE, 7th Floor
ALEXANDRIA, VA 22313-1450

10. THE ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR
- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8(A)

NAICS: 541512
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %

[ ] 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO — CODE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE CGIFEDERAL — FACILITY CODE *
CGI FEDERAL INC.
12601 FAIR LAKES CIR
FAIRFAX, VA 22033-4902
DUNS: 145969783

Telephone No.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE 1
OFFICE OF FINANCE
Dir, US Patent & Trademark Ofc
PO Box 1450
Mail Stop 17
Alexandria, VA 22313

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA
2018-A-00-289180-SOEMS0-S177-NONCOMP-3155-2437-S99999-263400-2018

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)
(b)(4)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)	31c. DATE SIGNED
		Marva Brown	5/1/18

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Develop OEMS NG External Storefront Website (S177) - Contractor Support. Period of Performance 5/2/2018-5/1/2019	1.000000	LOT	(b)(4)	
	Period of Performance: 05/02/2018 - 05/01/2019				
	Description:				
	Requisition Number: 289P1851257 - 0001				
	Pricing Options: Base				
	Additional Funding: 1. (2018 - A - 289180 - SOEMS0 - S177 - S99999 - NONCOMP - 3155 - - - 2437 - - 283400)				(b)(4)
0002	Develop OEMS NG Option Year. Period of Performance 5/2/2019 - 9/30/2019.	0.000000	LOT	(b)(4)	$0.00
	Period of Performance: 05/02/2019 - 09/30/2019				
	Description:				
	Requisition Number: 289P1851257 - 0001				
	Pricing Options: Unexercised Option				

Accounting and Appropriations Data:

Accounting and Funding Total:

(b)(4)

Section I - Contract Clauses

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months (months)(years).

(End of clause)

PTO-03 USPTO Invoices

INVOICING AND PAYMENT INSTRUCTIONS

a) The Contractor shall submit invoices for services rendered and deliverables furnished, and shall submit separate invoices for each contract, task order, delivery order, etc. The Contractor shall submit the original invoice to the Office of Finance, along with a copy of the invoice to each of the addresses below. Submission via email is preferred.

	By mail:	**By email:**
Original	U.S. Patent and Trademark Office Office of Finance Mail Stop 17 P.O. Box 1450 Alexandria, VA 22313-1450	OfficeofFinance@uspto.gov
Copy 1 - COR	U.S. Patent and Trademark Office *Vendor Management Division* *Neal Miskell, COR* *600 Dulany Street, MDW 0411* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*Neal.miskell*@uspto.gov
Copy 2 – OP [include as needed]	*U.S. Patent and Trademark Office* *Office of Procurement* *Jacqueline Boudreaux, Contract Specialist* *MDE RM 07C35* *Mail Stop 6* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*Jacqueline.boudreaux@uspto.gov*

In addition to original invoices, all revised or subsequent invoices, or invoice correspondence, shall also be addressed to the parties above.

b) To constitute a proper invoice, the Contractor's invoice shall include:

1) Name and address of the business concern
2) Contractor DUNS number (or DUNS+4)
3) Invoice date and invoice number
4) Contract number (including order number and contract line item number (CLIN))
5) Task Order (or BPA Call) Number and Title (as applicable)
6) Taxpayer Identification Number (TIN) (if required)
7) Period covered by the invoice
8) Terms of any applicable discount(s)
9) Shipping number and date of shipment (if applicable)
10) Bill of lading number and weight of shipment (if applicable)
11) Name, title, address, and phone number of the official to whom payment is to be sent
12) Name, title, address, and phone number of person to notify in the event of a defective invoice
13) Description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered, including:

a. Total task order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, and hourly rates, should be listed and broken down separately for the total contract prior to the current invoice.

b. Total Current Period: all labor (individually listed) categories, hours being billed, and hourly rates, should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if more than one site.

c. Total Contract Costs To-Date: all labor categories (individually listed), hours being billed, and hourly rates should be listed and broken down separately for the total contract through the current invoice.

14) For OCIO contracts, identify all applicable Project/Program/Activity (PPA) codes.

c) **The Contractor shall clearly mark its final invoice for payment as "Final Invoice for Payment."** A final invoice represents the amount remaining to be paid by the USPTO to the Contractor for services rendered, which, once paid, will represent the final total cumulative value of the contract. In addition to the parties identified in paragraph (a), the Contractor shall provide a copy of the final invoice to the Contracting Officer identified in the contract.

d) The Government may reject any invoice that contains billing errors, improperly billed costs, or otherwise fails to comply with any invoice or other contractual requirement. If deliverables or services are rejected for failure to conform to contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the acceptance of replacement deliverables or services.

e) Costs being billed for individual task orders, delivery orders, etc. shall be invoiced separately; billing for more than one task order, delivery order, etc. per invoice is not allowed.

INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for services rendered and deliverables furnished during the previous month, or otherwise as agreed upon.

ELECTRONIC PAYMENT INFORMATION

a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (Jul. 2013), shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

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

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

These terms and conditions incorporate new System for Awards Management (SAM) requirements.

(End of clause)

PTO-30 Release of Residual Funds (<$100)

RELEASE OF RESIDUAL FUNDS (<$100)

Upon completion of the contract period of performance and receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above-referenced contract have been satisfied. If residual funds on the contract total $100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above-referenced contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

PTO-31 Release of Residual Funds (>$100)

RELEASE OF RESIDUAL FUNDS (>$100)

If funds greater than $100 remain on this contract after completion of the contract period of performance and receipt and payment of the final invoice, the government will deobligate the remaining funds as follows:

For time and material (T&M) or labor hour (LH) awards, or awards containing T&M or LH CLINs:
It is understood and agreed that all outstanding obligations incurred on T&M or LH contract CLINs have been satisfied. Therefore, the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract, and the government will automatically deobligate the residual funds without further communication with the vendor.

For firm-fixed price (FFP) awards, or awards containing FFP CLINs:
The government will issue a bilateral modification to authorize release of those funds. The Contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The government shall not be held liable for the payment of any further invoices submitted under this contract. The Contractor will have up to 30

calendar days after issuance of the modification to sign the modification and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds, and releases the government from any future liability stemming from or related to this contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

PTO-33 USPTO Personal Identity Verification Card Requirements for Contractors

The USPTO is committed to maintaining secure access to its information technology (IT) systems through the use of Personal Identity Verification (PIV) Cards as set forth in Homeland Security Presidential Directive 12 (HSPD-12) and Department of Commerce Federal Information Processing Standards and Special Publications. Contractors with an expected service period of 180 day or more, requiring access to PTONet, and who require access to PTO facilities or use PTO equipment, will be required to obtain PIV cards. Within three (3) business days of the beginning of the period of performance, Contractors requiring a PIV shall provide the following information to the Contracting Officer's Representative (COR):

(1) Display Name [Last Name, First Name (Name of Employer)]
(2) First Name (Note*this must be spelled identically to how it was provided in their security information)
(3) Last Name (Note*this must be spelled identically to how it was provided in their security information)
(4) Suffix
(5) Date of Birth
(6) USPTO Email Address
(7) Employee Affiliation
(8) Log-On-ID
(9) Citizenship Code
(10) Employee ID

The Contractor shall provide any additional information, as requested by the COR, determined to be necessary for issuance of a PIV Card.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0001	See Block 16c	282P1700571	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement P O. Box 1450 Alexandria, VA 22313-1450	1333BJ	Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement PO Box 1450 Alexandria, VA 22314-1450	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
DBA: CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DOC50PAPT1600026
		10B. DATED (SEE ITEM 11) 09/30/2016
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2017-Z-2697-2017

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 - Option to Extend Term of Contract

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification 0001 hereby exercises Option Year 1 of the contract in accordance with Clause 52.217-9; Option to Extend Term of the Contract. Option Period 1's period of performance is in effect from September 30, 2017 to September 29, 2018.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor Martinez	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ Victor A. Martinez 2017.07.07 09:02:14 -04'00' (Signature of Contracting Officer)	16C. DATE SIGNED 7/7/2017

Table of Contents

Section	Description	Page Number
CS	Continuation Sheet.....	

Section CS - Continuation Sheet

Reference CGI Federal Proposal dated August 9, 2016.

ID/IQ Maximum $480,000,000.00

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	Software Development and Integration Next Generation (SDI-NG) Bridge Period of Performance Option Year 1: September 30, 2017 - September 29, 2018.	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: $0.0000 Change: $0.0000 Current: $0.0000	Original: $0.00 Change: $0.00 Current: $0.00
	Description:				
	Requisition Number: 282P1700571 - 0001				
	Pricing Options: Exercised Option 1				
	Additional Funding: 1. (2017 - Z - - - - - - 2697 - - - - -) Original Total: $0.00 Change Total: $0.00 Current Total: $0.00				

Procurement:

Cielo Ibarra
Cielo.Ibarra@uspto.gov
571-272-8825

COR:

Neal Miskell
Neal.Miskell@uspto.gov
571-270-0883

Vendor:

Kristel Bennett
Kristel.Bennett@cgifederal.com
703-227-4325

Accounting and Appropriations Data:

Accounting and Funding Total:

Original: $0.00
Change: $0.00
Current: $0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
DOC50PAPT1600026	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P19002	See Block 16c	289P1950930	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St .MDE. 7th Floor ALEXANDRIA. VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)

CGI FEDERAL INC.
12601 FAIR LAKES CIR
FAIRFAX, VA 22033-4902
DUNS: 145969783

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ18F00280071
	10B. DATED (SEE ITEM 11) 05/02/2018

CODE CGIFEDERAL	FACILITY CODE *

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2019-A-00-289180-SCCC00-S348-NONCOMP-3155-9333-S99999-283400-2019

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-8 Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: CONTRACTOR ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to do the following:

1. Exercise Option Period One(1) CLIN 0002 (b)(4) with a period of performance of 2 May 2019 - 31 March 2020.
2. Based on Number 1 above, funds in the amount of (b)(4) are added to the Task Order, including (b)(4) for the extended period of performance.
3. The total price of this Task Order is hereby increased from (b)(4) by (b)(4) to (b)(4)
4. Designate William Wheeler as the Task Order Manager.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Kenyon Wells, SVP	Victor Martinez

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(4); (b)(6) (Signature of person	5/1/19	By Users, Fuller, Kristin Digitally signed by Users, Fuller, Kristin Date: 2019.05.01 16:52:52 -04'00' (Signature of Contracting Officer)	

Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Develop OEMS NG Option Year. Period of Performance 5/2/2019 -3/31/2020.	Original: 0.000000 Change: 1.000000 Current: 1.000000	LOT	Original: (b)(4) Change: (b)(4) Current: (b)(4)	Original: $0.00 Change: (b)(4) Current: (b)(4)
	Period of Performance: 05/02/2019 - 03/31/2020				
	Description:				
	Requisition Number: 289P1950930 - 0001				
	Pricing Options: Exercised Option				
	Additional Funding: 1. (2019 - A - 289180 - SCCC00 - S348 - S99999 - NONCOMP - 3155 - - - 9333 - - 283400) Original Total: $0.00 Change Total (b)(4) Current Total:				

PROCUREMENT: Yolanda Brown yolanda.brown@uspto.gov COR Neal Miskell Neal.Miskell@uspto.gov VENDOR: Kristel Bennett Kristel.Bennett@cgifederal.com

Accounting and Appropriations Data:

Accounting and Funding Total:

Original: (b)(4)
Change:
Current:

AGILE STATEMENT OF WORK
FY18: Develop Order Entry Management System Next Generation (OEMS NG) Storefront
(Project ID: 100582)

Modification Table			
Modification	**Date**	**Sections Impacted**	**Notes**
NOTE			All deletions are identified with red ~~strikethrough~~ formatting; all insertions are identified with blue underlined font formatting.
0001	9/29/2017	2.7/2.8, page 2 9.6, page 6 9.7, pages 6-7 10.1, page 7 10.5, page 7 11, page 8	This amendment is to add UX/UI support in the scope, deliverables and key personnel as well as provide clarification to 9.6, Oracle Database Developer.
0002	7/10/2018	2.3, page 2 9.2, page 5 0.1, page 7	This amendment is to 1) add integration with legacy PAIRs in the scope 2) update 508 experience as a required skill set for Senior Frontend UI developer. 3) Change Key Personnel, Senior Front End Developer to 2, and Senior Java Developer to 3

1. Background

The United States Patent and Trademark Office's (USPTO) Order Entry Management System (OEMS) is an enterprise system that manages the sale of certified and un-certified copies of Patent and Trademark documents to the world-wide customer. OEMS accepts, manages, processes, delivers and tracks customer orders and provides orders status to the world-wide customers. OEMS assists in performing a critical part of the information dissemination mission for the USPTO. It helps to provide revenue through efficient automation of several tasks involved in order management and administration through gathering, processing, and reporting statistics. OEMS is heavily driven by

internally defined workflows to fulfill all customer orders that are delivered via different methods like hard paper copy, CDROM and digital download. OEMS interfaces with other COTS based products like the Ricoh RPD and Rimage CD producing sub-systems to produce hardcopy and CD-ROM outputs.

2. Scope of Work

This Time and Materials (T&M) Task Order is to procure development support for an integrated Government/Contractor project team to develop a customized next generation scalable, robust, reliable, flexible and resilient application that will manage the sale of certified copies of Patent and Trademark documents to customers. This application will replace the legacy OEMS system with the latest web design technologies and frameworks to improve and enhance the current business through electronic commerce, and add new capabilities to achieve the future electronic workplace allowing flexible customer interaction.

The scope of work for the integrated project team contains the following high level items:

2.1. Development of OEMS NG Storefront for external web customers.
Develop a light weight, responsive web design, online catalog and ordering system that allows users to order certified patent and trademark documents and track order status and history. The web page will also hold static help menus, tables of product pricing, shopping cart and other useful information for customer. The webpage may also have links to other USPTO systems and will have capability to upload documents from website as needed.

2.2. Development of OEMS NG Order entry and management capability for USPTO Internal users.
Develop role based access to the system for internal users to key in orders on customer behalf, update order status, cancel or complete an order, maintain product catalog and pricing, view list of completed and pending orders using different search options, assign orders for processing and other admin activities as needed and elaborated by USPTO managers.

2.3. Integration with existing USPTO systems, for example: Single Sign On, Financial transactions and other functions as identified by USPTO managers.
Integrate with existing USPTO systems like MyUSPTO to create the base integration with Role Based Access Control (RBAC) / MyUSPTO and Fees Processing Next Generation (FPNG), Patent Center, legacy Private and Public PAIRs, and other future integration candidates as identified. Provide business benefits, lessons learned and justification to have other business customers and technical partners realize the value of the solution and be able to integrate quickly and reliably.

2.4. Migration of data from legacy system to new system.
Extract, Transform and Load OEMS data from existing Oracle database to the new OEMS NG database to maintain the order history, order tracking and other critical functions in the OEMS NG system.

2.5. Migration of users from legacy system to new system.
Extract, Transform and Load existing OEMS users to the OEMS NG platform ideally without having users to make changes to their existing accounts.

2.6. Establishment of a data sync connection from OEMS NG to existing work flow system. Establish a data sync connection from OEMS NG to legacy OEMS system to keep the existing work flow running in the legacy system. All the new orders entered in the OEMS NG system will get moved down to legacy OEMS system for fulfilment and the current order status will be reflected in the new NG system.

2.7. In accordance with SDI-NG bridge contract section C.9.8, User Experience Design, a user interface (UI) that provides a consistent end user experience similar to USPTO, Portfolio, and Project standards.

2.8. A UI that is efficient, effective, easy to learn, and easy to use per International Standard (ISO9241-210).

2.9. Preparations of technical and training documents of OEMS NG system.
Prepare technical and business related documents per the SDLC Process as needed such as Technical Design Documents, Use Cases, Flow Diagrams, Class Diagrams, Power Point Presentations etc.

2.10. The core elements anticipated for this project are: requirements and analysis, software design, development, implementation and integration, development testing (UAT, FQT, PVT), configuration management (CM), production support, and software operations and maintenance transition. The software design, development, implementation, integration services will provide for integration of required changes with current software applications, database applications, and other solutions. Integration may include technical components, organizational components, and documentation.

2.11. The Contractor shall provide the necessary skilled staff to analyze, design, develop, test, deploy, and enhance USPTO systems as specified above. The services required include life cycle development (anticipated in DevOps environment); i.e., system design and analysis, programming, testing, integration, training related to the products delivered, implementation, project-specific system engineering, information/software engineering, and quality assurance and control of the services.

2.12. The Contractor shall comply with all the policies and procedures announced by the USPTO Office of Chief Information Officer including (but not limited to) DevOps processes, testing, cyber security, quality, systems performance, 508 compliance, etc.

2.13. The Contractor shall comply with competing requirements and changes in priorities as identified by USPTO Technical Leads and Managers during the Agile Product Development.

:

2.14.

2.15.

2.16.

3. Technical Requirements

The Contractor shall perform the following in accordance with the Bridge Contract:

3.2 Section C.9.4 Architecture and Design
3.3 Section C.9.5 Coding
3.4 Section C.9.6 Unit, Integration, Performance, Security, and Regression Testing
3.5 Section C.9.7 Configuration and Release Management
3.6 Section C.9.8 User Experience Design
3.7 Section C.9.9 Defect Triage
3.8 Deployment
- 3.8.1 The Contractor shall follow USPTO's Systems Development Life Cycle (SDLC) and Software Engineering standards and provide all SDLC artifacts as required two (2) weeks prior to system deployments.
- 3.8.2 The Contractor shall implement all requirements described in this document by supporting the building and deployment of software code during each Release.
- 3.8.3 The Contractor shall provide a list of lessons learned after each Sprint and Release.

3.9 Section C.9.10 Production Support

4. System Requirements

4.1. The system must be fully operational under the new Linux/JBoss environment.

5. Technical Approach for all Life Cycle Support Work

5.1. The USPTO standards for documentation required for this task are defined in the OCIO SDLC. The artifacts, points of contact (POCs), and templates for SDLC can be found at USPTO SDLC Website

5.2. The Contractor shall follow an Agile development process using anticipated sprint cycles of **three (3) weeks** long. At the predetermined point in each sprint, the Contractor shall deliver working code to the designated System Integration Testing (SIT) environment.

5.3. The number of anticipated Releases are approximately **three (3)**

5.4. The Contractor **shall not** provide the scrum master.

5.5. The Contractor shall maintain and update USPTO's Agile Central/Rally software daily.

5.6. The Contractor shall provide sprint review at the end of each sprint and release notes no later than two (2) days after the end of each sprint.

- 5.6.1.Sprint Planning
- 5.6.2.Sprint Execution
- 5.6.2.1. Ongoing Critical Partner Activities.
- 5.6.2.2. Daily Scrum Call Standup.
- 5.6.2.3. Sprint Review including Team Demonstration.
- 5.6.3.Sprint Closing and Retrospective
- 5.6.4.Inspect and Adapt Workshop

6. Period of Performance

6.1. The base period of performance for this task order is 5/02/2018 through 5/01/2019.

6.2.

6.3. The overall period of performance shall be:

Base Period	5/02/2018 – 5/01/2019
Option Period 1	5/02/2019 – ~~9/30/2019~~

7. Place of Performance

7.1. The primary place of performance is expected to be offsite at the Contractor's facility; however, the Government may designate some tasks to be performed at the USPTO facility in Alexandria, Virginia. When requested, Contractor staff shall be available for onsite meetings with USPTO staff, or via teleconference, when approved by the TOM. The vendor will be given no less than 24 hours notice prior to the necessary meeting.

8. Hours of Operation

8.1. Hours of Operation for this task order follow SDI NG Bridge Contract Section C.2.1.

9. Skills Required to Perform this Task

9.1. The Contractor shall provide staff with following skills:

9.1.1. Agile development methodologies
9.1.2. Agile Central (RALLY)
9.1.3. Strong facilitation and cross-functional team facilitation skills
9.1.4. Strong written and oral communication skills
9.1.5. Working knowledge of Microsoft Project Server 2010 (MS Project Professional 2010, SharePoint 2010)
9.1.6. Working knowledge of Microsoft Office 2010 (Excel, Word, PowerPoint)
9.1.7. Working knowledge developing for major web browsers including Internet Explorer, Firefox, Chrome and Safari and supporting at least each of the two previous versions

9.2. Front End UI Layer – Senior Level Skills

<u>The following skills are required:</u>

9.2.1. Ten (10) + years of experience developing user interfaces using HTML, CSS, JavaScript.
9.2.2. Ten (10) + years of web application experience
9.2.3. Three (3) + years of experience interfacing with Web Services, including one (1) + year in RESTful
9.2.4. Five (5) + years of experience developing with web application frameworks, such as Spring.
9.2.5. Five (5) + years of experience developing with JQuery, AngularJS, Bootstrap, XML, DHTML, or Ajax, including two (2) + year in AngularJS
9.2.6. Experience working with front-end tools and libraries such as LESS, SASS, Grount, Bower, Node etc.
9.2.7. Three (3) + years of strong Experience with complying with federal standards including Section 508 compliance and accessibility best practice

<u>The following skills are desired:</u>

9.2.8. Experience working with Maven and Subversion
9.2.9. Experience with code deployment in development, testing and production environments
9.2.10. Experience with complying with federal standards including Section 508 compliance and accessibility best practices
9.2.11. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.3. Front End UI Layer – Mid Level Skills

The following skills are required:

9.3.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.3.2. Five (5) + years of web application development experience

9.3.3. Three (3) + years of working with web application frameworks such as Spring

9.3.4. Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.3.5. Experience working with Maven, and Subversion

9.3.6. Experience with code deployment in development, testing and production environments.

9.3.7. Experience with complying with federal standards including Section 508 compliance and accessibility best practices

9.3.8. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.4. Middle Tier Java Developer – Senior Level Skills

The following skills are required:

9.4.1. Ten (10) + years of web application development experience

9.4.2. Ten (10) + years of experience working Java, J2EE

9.4.3. Five (5) + years of experience working with ORM tools such as Hibernate, MyBatis

9.4.4. Six (6) + years of experience developing with design patterns

9.4.5. Six (6) + years of experience developing with Object Oriented Concepts

9.4.6. Five (5) + years of experience developing with web application frameworks including three (3) years in Spring

9.4.7. Six (6) + years of experience working with Oracle database, and SQL

9.4.8. Five (5) + years of experience working with WebServices and XML including two (2) + years with RESTful

9.4.9. Three (3) + years of experience working with Maven and Subversion

9.4.10. Three (3) + years of experience with unit testing using JUnit, Mockito or other testing frameworks

The following skills are desired:

9.4.11. Three (3) + years of experience with UNIX/Linux

9.4.12. Experience working with JBOSS

9.4.13. Experience with code deployment in development, testing and production environments

9.5. Middle Tier Java Developer – Mid Level Skills

The following skills are required:

9.5.1. Five (5) + years of web application development experience.

9.5.2. Five (5) + years of experience working with Java, J2EE.

9.5.3. Three (3) + years of experience and working knowledge of XML or JSON

9.5.4. Three (3) + years of experience developing with design patterns.

9.5.5. Three (3) + years of experience developing with Object Oriented Concepts.

9.5.6. Three (3) + years of experience working with ORM tools such as Hibernate, MyBatis

9.5.7. Three (3) + years of experience working with web application frameworks including two (2) + years in Spring.

9.5.8. Three (3) + years of experience developing with Oracle database and SQL
9.5.9. Three (3) + years of experience developing with WebServices including one (1) + years with RESTful.
9.5.10. Two (2) + years of experience working with Maven, Subversion.
9.5.11. Two (2) + years of experience with unit testing using JUnit, Mockito or other testing frameworks.

The following skills are desired:

9.5.12. Knowledge of and experience with UNIX/Linux
9.5.13. Experience with code deployment in development, testing and production environments.

9.6. Oracle Database Developer – Mid Level Skills

The following skills are required:

9.6.1. Five (5) + years of experience with Oracle PL/SQL development using tools such as Toad and SQL Developer
9.6.2. Five (5) + years of experience developing large scale systems using Oracle PL/SQL coding, data structure manipulation, design, and performance tuning in UNIX/Linux environment.
9.6.3. Five (5) + years of experience in Data Modeling, Data Migration and ETL processing using PL/SQL stored procedures, functions and triggers.
9.6.4. Extensive experience as Oracle Database Developer (creating stored procedures, packages, triggers, supporting application development teams) is required.
9.6.5. This skillset does not require NoSQL, Big Data or Hadoop experience, the ideal skillset would be a hands on PL/SQL experienced with ETL using Oracle RDBMS

The following skills are desired:

9.6.6. Experience working with Maven, and Subversion or other versioning tool is desired.
9.6.7. Experience with code deployment in development, testing and production environments is desired

9.7. User Experience Developer – Mid Level Skills

The following skills are required:

9.7.1. Comprehensive (3-5 years) knowledge and experience is required in the following areas:
9.7.1.1. Conducting and documenting user research activities in support of web development (e.g., facilitating and conducting focus groups, gathering and prioritizing business requirements, developing user stories, task lists, workflow diagrams, personas, scenarios, and detailed use cases)
9.7.1.2. Developing interactive designs
9.7.1.3. Developing and applying Enterprise Pattern Library/Style Guide for Enterprise solutions
9.7.1.4. Developing user-centered conceptual designs (via mockups, wireframes, etc.)
9.7.1.5. Evaluating designs (via heuristic evaluations) and designing and conducting usability tests
9.7.1.6. Wireframe/prototype design tools (i.e., Adobe (Photoshop, Illustrator or Fireworks) or Axure/Balsamiq, etc.
9.7.2. Development experience is required in the following areas
9.7.2.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.7.2.2. Five (5) + years of web application development experience
9.7.2.3. Three (3) + years of working with web application frameworks such as Spring
9.7.2.4. Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.7.2.5. Experience working with Maven, and Subversion
9.7.2.6. Experience with code deployment in development, testing and production environments

10. Staffing

10.1. The Contractor shall provide resumes for all Key Personnel. The Contractor shall submit Key Personnel resumes to the CO who will coordinate review and approval with the USPTO COR and TOM. The absence of Key Personnel shall not be a point of failure. The Contractor is responsible for providing alternate(s) during any absences of Key Personnel.

Key Personnel to support this effort are:

~~Senior Front End Developer (1) (2)~~
~~Senior Java Developers (2) (3)~~
~~Oracle Database Developer (1)~~
~~User Experience Developer(1)~~

Other Personnel to support this effort are:

10.1.5 ~~id Level Front End Developer (1)~~
10.1.6 ~~Mid Level Java Developer (2)~~
10.1.7 ~~Project Manager, Technical Writer and Quality Assurance Specialist as needed~~

10.2. The Contractor shall staff qualified personnel to provide the full scope of expertise and capabilities required to perform this task order.
10.3. The Contractor shall create and maintain a staffing plan to include an organizational chart. The staffing plan will include at a minimum the resource assignments identifying the role, labor category, percent of time dedicated to the task order, and estimated on-board date. If remote, the staffing plan will list the anticipated travel days to USPTO throughout the life of the task order. The staffing plan will be submitted with the proposal and updated monthly.
10.4. The Contractor shall create and maintain a USPTO Access List. The USPTO Access List will include at a minimum Contractor Name, Role, Badge Request, Email and PTONet Request, Rally Request, EPMS Request, CICM and SVN Account Request, Email Distribution Request, Other System Request (List Systems), and Anticipated State Date. This USPTO Access List will assist in ensuring the Contractors have timely access to systems required to complete tasks within SOW, this also ensures that any replacement access is completed with the USPTO Rules of the Road Guidelines.
10.5. In the event that the contractor does not demonstrate the necesessary level of skills required, or when the developers progress is lower than standard levels for the team, and is disrupting the team's overall progress, the USPTO reserves the right to request prompt resolution from the contractor.

11. Deliverables

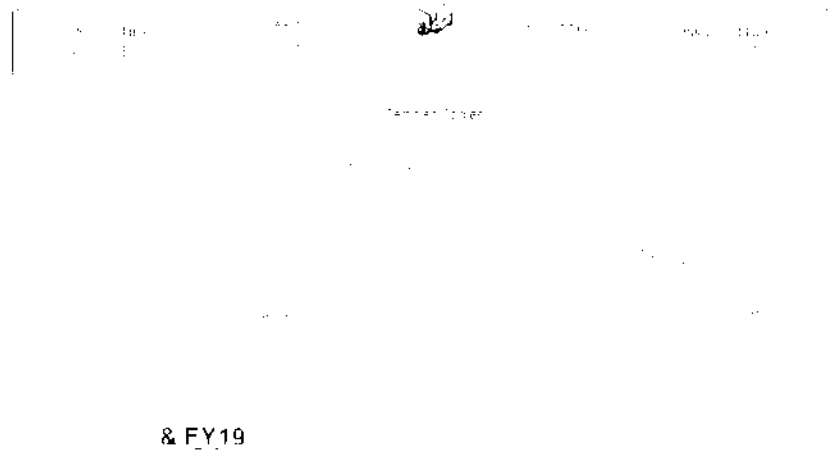
Item Number	Product/Event[1]	Delivery Date(s)[2]
1	Kick-Off Meeting scheduled by the Government	No Later Than (NLT) five (5) business days after award.
2	Project Plan	NLT five (5) business days after the Kick-Off Meeting
3	Weekly and Monthly Status Reports	Weekly: First business day of the week Monthly: First business day of the month
4	Meeting Agenda, Meeting Minutes and Action Items	Agenda: NLT one (1) business day prior to the meeting Minutes and Action Items: NLT one (1) business day after the meeting
5	Staffing Plan	Draft: As part of technical proposal Updated monthly thereafter
6	USPTO Access List	Initial: 3 business days after award Updated monthly thereafter
7	Feature Delivery Report	At the end of each sprint
8	Technical Testable Requirements	Beginning of each sprint
9	Feature Delivery Timeline	Draft: As part of the technical proposal Final: Within thirty (30) days of award
10	System Design Document (SDD)	Updated at the end of each sprint, prior to the next sprint
11	Technical Design Document (TDD)	Updated at the end of each sprint, prior to the next sprint
12	System Flow Diagram (SFD)	Updated at the end of each sprint, prior to the next sprint
13	Dynamic Operational Support Plan (DOSP)	Updated at the end of each sprint, prior to the next sprint
14	Source Code and Executable Files	At the end of each sprint, prior to the next sprint
15	Internal Code Review Report	At the end of each sprint, prior to the next sprint
16	Modified AIS Source Code and Change Documentation	At deployment for each AIS, and five (5) business days prior to the completion of the Task Order
17	Results from various elicitation methods	As Assigned
18	Scenarios, workflows, user descriptions and user experience requirements	As Assigned
19	HTML Mockups, Wireframes, Prototypes (UX)	~~As~~ Each Sprint as Assigned
20	Usability Test Plans (UX)	~~As assigned minimum of each release~~ Draft – one week before usability testing

[1] All deliverables shall be submitted electronically to the CO, TOM and the COR in a format that is compatible with Microsoft Office 2003 / Microsoft Project 2003 (or new versions) and are subject to government review and acceptance.
[2] If a delivery date falls on a federal holiday, it shall be due the following business day.

Item Number	Product/Event[1]	Delivery Date(s)[2]
		Final – one day before usability testing
~~21~~	~~Usability Testing~~	~~As assigned minimum of each release~~
21	Pattern Library Updates (UX)	Each deployment as changes are needed
22	Usability Test Reports	NLT five (5) business days after the completion of Usability Test
23	UI Technical Reviews (includes sprint reviews, demos, development handoffs, etc.) Project Design Briefing to UXD Standards Committee and Stakeholders	As Required
24	Stakeholder Sessions	As Required
25	Stakeholder Session Summary Report	NLT two (2) business days after the completion of Stakeholder Sessions
26	Make a pull request within GitHub with full documentation for any new patterns or components that should be added to the USPTO UI Design Library for Enterprise –wide use	As needed for portfolio new design reuse
~~27~~	~~SLA Report~~	~~At the end of each sprint~~
27	Performance Baseline	As agreed upon in the final approved Contractor's Project Plan
~~29~~	~~SLA Timeline~~	~~Draft: As part of the technical proposal~~ ~~Final: Within 30 (thirty) business days of award~~
28	Support for FQT, UAT, PVT, and PT	As agreed upon in the final approved Contractor's Project Plan
29	Functional and Integrated Test Plan and Test Results	Functional and Integrated Test Plan: On the last day of Sprint 1; and updated as determined by USPTO Test Results: At the end of each sprint, prior to the next sprint
30	Test Harness	At the end of each sprint, prior to the next sprint
31	Release Notes	At the end of each Release.
32	Sprint Demos	Last business day of each Sprint
33	Agile Artifacts	At the end of each day
34	Lesson Learned	NLT five (5) business days after each release
35	Risks and Issues	Updated at the end of each sprint, prior to the next sprint
36	Post Deployment Staffing Plan	Submitted as part of the Staffing Plan in the proposal
37	Closeout Report	NLT five (5) business days prior to the end of the period of performance
38	User Manual	As agreed upon in the final approved Contractor's Project Plan

Item Number	Product/Event[1]	Delivery Date(s)[2]
~~41~~	~~SLA for new functionality~~	~~As agreed upon in the final approved Contractor's Project Plan~~
39	Agile Central/Rally Backlog	At the end of each sprint, prior to the next sprint
40	Stable Test Bed Environments	As agreed upon in the final approved Contractor's Project Plan
41	Any other SDLC 4.1 artifacts as articulated in the project plan	Updated at the end of each sprint, prior to the next sprint
42	Delivery of 50% of Testable user stories for pre-acceptance and testing	Half way through the sprint
43	Phase-Out Support	NLT five (5) business days prior to the completion of the task order
~~447~~	Transition Plan	As part of the proposal according to SDI-NG Bridge section C.7.1
45	Letter of Completion	At Project Completion

12. System Diagram (Envisioned)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
DOC50PAPT1600026	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P19003	See block 16C	See Lines	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St .MDE. 7th Floor ALEXANDRIA. VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ18F00280071
		10B. DATED (SEE ITEM 11) 05/02/2018
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2019-A-00-289180-SCCC00-S348-NONCOMP-3155-9333-S99999-283400-2019

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.212-4(c) Changes

E. IMPORTANT: CONTRACTOR ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purposes of this modification are:

- To increase level of effort (LOE) for "Senior Experience Designer" labor category by ~.5 FTE to support production deployment during the Option Period One (1), CLIN 0002.
- To change Task Order Manager (TOM) from William Wheeler to Lorraine Williams.

From this modification:

- New CLIN 0005 is generated to provide funding in the a[redacted] or the increased LOE
- Total funded value of this task order has increased from [redacted] to [redacted]
- Total value of this task order has increased from [redacted] to [redacted]
- Lorraine Williams is designated as TOM. Email [redacted]

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Amit Khare/VP, Consulting Services	Kristin Fuller

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Amit Khare Digitally signed by Amit Khare DN: cn=Amit Khare, o=CGI Federal Inc., ou, email=a.khare@cgifederal.com, c=US Date: 2019.08.26 10:50:16 -04'00' (Signature of person authorized to sign)	8/26/19	By Users, Fuller, Kristin Digitally signed by Users, Fuller, Kristin Date: 2019.08.27 08:15:53 -04'00' (Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Section B - Supplies or Services and Prices/Costs

This is a labor hour task order issued under the SDI-NG Contract. The total value of task order is (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Develop OEMS NG option period one (1), Period of Performance 5/2/2019 -3/31/2020 Level of effort increased.	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: Change: $0.00 Current:
	Period of Performance: 05/02/2019 - 03/31/2020				
	Description: The total value of option period one (1) has increased from (b)(4) by (b)(4) as a result of this modification P19003. CLIN 0005 supplements the additional funding of (b)(4)				
	Requisition Number: 289P1950930 - 0001				
	Pricing Options: Exercised Option				
	Additional Funding: 1. (2019 - A - 289180 - SCCC00 - S348 - S99999 - NONCOMP - 3155 - - - 9333 - - 283400) Original Total: (b)(4) Change Total: $0.00 Current Total: (b)(4)				
0005	Supplemental funding for option period one (1), CLIN 0002 POP: 5/2/2019 - 3/31/2020	Original: 0.000000 Change: 1.000000 Current: 1.000000	EA	Original: $0.0000 Change: (b)(4) Current: (b)(4)	Original: $0.00 Change (b)(4) Current
	Period of Performance: 05/02/2019 - 03/31/2020				
	Description: Supplemental funding for increased of level of efforts for Option Period One (1).				
	Requisition Number: 289P1952076 - 0001				
	Pricing Options: Exercised Option				
	Additional Funding: 1. (2019 - A - 289180 - SCCC00 - S348 - S99999 - NONCOMP - 3155 - - - 9333 - - 283400) Original Total: $0.00 Change Total: (b)(4) Current Total:				

PROCUREMENT: Suyeon Kim Suyeon.Kim@uspto.gov COR Neal Miskell Neal.Miskell@uspto.gov VENDOR: Kristel Bennett Kristel.Bennett@cgifederal.com

Accounting and Appropriations Data:

Accounting and Funding Total:

Original:	(b)(4)
Change:	
Current:	

AGILE STATEMENT OF WORK
FY18: Develop Order Entry Management System Next Generation (OEMS NG) Storefront
(Project ID: 100582)
FY19: Integration of Certified Copy Center (CCC) Interfaces Phase 1
(Project ID: 101117)

SOW Revision Table			
Revision	**Date**	**Sections Impacted**	**Notes**
NOTE			All deletions are identified with red ~~strikethrough~~ formatting; all insertions are identified with blue underlined font formatting.
0001	9/29/2017	2.7/2.8, page 2 9.6, page 6 9.7, pages 6-7 10.1, page 7 10.5, page 7 11, page 8	This amendment is to add UX/UI support in the scope, deliverables and key personnel as well as provide clarification to 9.6, Oracle Database Developer.
0002	7/10/2018	2.3, page 2 9.2, page 5 0.1, page 7	This amendment is to 1) add integration with legacy PAIRs in the scope 2) update 508 experience as a required skill set for Senior Frontend UI developer. 3) Change Key Personnel, Senior Front End Developer to 2, and Senior Java Developer to 3
0003	11/23/2018	Header, page 1 2.14, page 3 6.2, page 4 10, pages 7,8	This amendment is to: 1) Identify that Option Period 1 will support the FY19 project. 2) Add the TMNG CMS, Assignment Search, and Assignment Historical Database to the SOW scope. 3)Extends the Option Period 1 period of performance from 9/30/2019 to 3/31/2020 4) Clarifies the labor categories for Option Period 1 in section 10
0004	4/8/2019	Page 11	Provide clarification on assusmptions. The assumptions are valid for FY19 as well.

1. Background

The United States Patent and Trademark Office's (USPTO) Order Entry Management System (OEMS) is an enterprise system that manages the sale of certified and un-certified copies of Patent and Trademark documents to the world-wide customer. OEMS accepts, manages, processes, delivers and tracks customer orders and provides orders status to the world-wide customers. OEMS assists in

performing a critical part of the information dissemination mission for the USPTO. It helps to provide revenue through efficient automation of several tasks involved in order management and administration through gathering, processing, and reporting statistics. OEMS is heavily driven by internally defined workflows to fulfill all customer orders that are delivered via different methods like hard paper copy, CDROM and digital download. OEMS interfaces with other COTS based products like the Ricoh RPD and Rimage CD producing sub-systems to produce hardcopy and CD-ROM outputs.

2. Scope of Work

This Time and Materials (T&M) Task Order is to procure development support for an integrated Government/Contractor project team to develop a customized next generation scalable, robust, reliable, flexible and resilient application that will manage the sale of certified copies of Patent and Trademark documents to customers. This application will replace the legacy OEMS system with the latest web design technologies and frameworks to improve and enhance the current business through electronic commerce, and add new capabilities to achieve the future electronic workplace allowing flexible customer interaction.

The scope of work for the integrated project team contains the following high level items:

2.1. Development of OEMS NG Storefront for external web customers.
Develop a light weight, responsive web design, online catalog and ordering system that allows users to order certified patent and trademark documents and track order status and history. The web page will also hold static help menus, tables of product pricing, shopping cart and other useful information for customer. The webpage may also have links to other USPTO systems and will have capability to upload documents from website as needed.

2.2. Development of OEMS NG Order entry and management capability for USPTO Internal users.
Develop role based access to the system for internal users to key in orders on customer behalf, update order status, cancel or complete an order, maintain product catalog and pricing, view list of completed and pending orders using different search options, assign orders for processing and other admin activities as needed and elaborated by USPTO managers.

2.3. Integration with existing USPTO systems, for example: Single Sign On, Financial transactions and other functions as identified by USPTO managers.
Integrate with existing USPTO systems like MyUSPTO to create the base integration with Role Based Access Control (RBAC) / MyUSPTO and Fees Processing Next Generation (FPNG), Patent Center, legacy Private and Public PAIRs, and other future integration candidates as identified. Provide business benefits, lessons learned and justification to have other business customers and technical partners realize the value of the solution and be able to integrate quickly and reliably.

2.4. Migration of data from legacy system to new system.
Extract, Transform and Load OEMS data from existing Oracle database to the new OEMS NG database to maintain the order history, order tracking and other critical functions in the OEMS NG system.

2.5. Migration of users from legacy system to new system.
Extract, Transform and Load existing OEMS users to the OEMS NG platform ideally without having users to make changes to their existing accounts.

2.6. Establishment of a data sync connection from OEMS NG to existing work flow system.
Establish a data sync connection from OEMS NG to legacy OEMS system to keep the existing work flow running in the legacy system. All the new orders entered in the OEMS NG system will get moved down to legacy OEMS system for fulfilment and the current order status will be reflected in the new NG system.

2.7. In accordance with SDI-NG bridge contract section C.9.8, User Experience Design, a user interface (UI) that provides a consistent end user experience similar to USPTO, Portfolio, and Project standards.

2.8. A UI that is efficient, effective, easy to learn, and easy to use per International Standard (ISO9241-210).

2.9. Preparations of technical and training documents of OEMS NG system.
Prepare technical and business related documents per the SDLC Process as needed such as Technical Design Documents, Use Cases, Flow Diagrams, Class Diagrams, Power Point Presentations etc.

2.10. The core elements anticipated for this project are: requirements and analysis, software design, development, implementation and integration, development testing (UAT, FQT, PVT), configuration management (CM), production support, and software operations and maintenance transition. The software design, development, implementation, integration services will provide for integration of required changes with current software applications, database applications, and other solutions. Integration may include technical components, organizational components, and documentation.

2.11. The Contractor shall provide the necessary skilled staff to analyze, design, develop, test, deploy, and enhance USPTO systems as specified above. The services required include life cycle development (anticipated in DevOps environment); i.e., system design and analysis, programming, testing, integration, training related to the products delivered, implementation, project-specific system engineering, information/software engineering, and quality assurance and control of the services.

2.12. The Contractor shall comply with all the policies and procedures announced by the USPTO Office of Chief Information Officer including (but not limited to) DevOps processes, testing, cyber security, quality, systems performance, 508 compliance, etc.

2.13. The Contractor shall comply with competing requirements and changes in priorities as identified by USPTO Technical Leads and Managers during the Agile Product Development.

For Option Period 1, additional -scope for this SOW will also include:

2.14. Integrations with Trademark Systems (Trademark Next-Generation (TMNG) Content Management System (CMS),TRAM, or others).

2.15. Integrations with Assignment Systems (Assignment Search (AS), Assignments Historical Database (AHD) Development, or others.)

2.16. Development of workflow engine for order processing. Continue document search and validation automation.

3. Technical Requirements

The Contractor shall perform the following in accordance with the Bridge Contract:

3.2 Section C.9.4 Architecture and Design
3.3 Section C.9.5 Coding
3.4 Section C.9.6 Unit, Integration, Performance, Security, and Regression Testing
3.5 Section C.9.7 Configuration and Release Management
3.6 Section C.9.8 User Experience Design
3.7 Section C.9.9 Defect Triage
3.8 Deployment
- 3.8.1 The Contractor shall follow USPTO's Systems Development Life Cycle (SDLC) and Software Engineering standards and provide all SDLC artifacts as required two (2) weeks prior to system deployments.
- 3.8.2 The Contractor shall implement all requirements described in this document by supporting the building and deployment of software code during each Release.
- 3.8.3 The Contractor shall provide a list of lessons learned after each Sprint and Release.

3.9 Section C.9.10 Production Support

4. System Requirements

4.1. The system must be fully operational under the new Linux/JBoss environment.

5. Technical Approach for all Life Cycle Support Work

5.1. The USPTO standards for documentation required for this task are defined in the OCIO SDLC. The artifacts, points of contact (POCs), and templates for SDLC can be found at USPTO SDLC Website

5.2. The Contractor shall follow an Agile development process using anticipated sprint cycles of **three (3) weeks** long. At the predetermined point in each sprint, the Contractor shall deliver working code to the designated System Integration Testing (SIT) environment.

5.3. The number of anticipated Releases are approximately **three (3)**

5.4. The Contractor **shall not** provide the scrum master.

5.5. The Contractor shall maintain and update USPTO's Agile Central/Rally software daily.

5.6. The Contractor shall provide sprint review at the end of each sprint and release notes no later than two (2) days after the end of each sprint.

5.6.1. Sprint Planning
5.6.2. Sprint Execution
5.6.2.1. Ongoing Critical Partner Activities.
5.6.2.2. Daily Scrum Call Standup.
5.6.2.3. Sprint Review including Team Demonstration.
5.6.3. Sprint Closing and Retrospective
5.6.4. Inspect and Adapt Workshop

6. Period of Performance

6.1. The base period of performance for this task order is 5/02/2018 through 5/01/2019.
6.2. The optional base period of performance of this task order is 5/2/2019 through 3/31/2020
6.3. The overall period of performance shall be:

Base Period	5/02/2018 – 5/01/2019
Option Period 1	5/02/2019 – 3/31/2020

7. Place of Performance

7.1. The primary place of performance is expected to be offsite at the Contractor's facility; however, the Government may designate some tasks to be performed at the USPTO facility in Alexandria, Virginia. When requested, Contractor staff shall be available for onsite meetings with USPTO staff, or via teleconference, when approved by the TOM. The vendor will be given no less than 24 hours notice prior to the necessary meeting.

8. Hours of Operation

8.1. Hours of Operation for this task order follow SDI NG Bridge Contract Section C.2.1.

9. Skills Required to Perform this Task

9.1. The Contractor shall provide staff with following skills:

9.1.1. Agile development methodologies
9.1.2. Agile Central (RALLY)
9.1.3. Strong facilitation and cross-functional team facilitation skills
9.1.4. Strong written and oral communication skills
9.1.5. Working knowledge of Microsoft Project Server 2010 (MS Project Professional 2010, SharePoint 2010)
9.1.6. Working knowledge of Microsoft Office 2010 (Excel, Word, PowerPoint)
9.1.7. Working knowledge developing for major web browsers including Internet Explorer, Firefox, Chrome and Safari and supporting at least each of the two previous versions

9.2. Front End UI Layer – Senior Level Skills

<u>The following skills are required:</u>

9.2.1. Ten (10) + years of experience developing user interfaces using HTML, CSS, JavaScript.
9.2.2. Ten (10) + years of web application experience
9.2.3. Three (3) + years of experience interfacing with Web Services, including one (1) + year in RESTful
9.2.4. Five (5) + years of experience developing with web application frameworks, such as Spring.
9.2.5. Five (5) + years of experience developing with JQuery, AngularJS, Bootstrap, XML, DHTML, or Ajax, including two (2) + year in AngularJS
9.2.6. Experience working with front-end tools and libraries such as LESS, SASS, Grount, Bower, Node etc.
9.2.7. Three (3) + years of strong Experience with complying with federal standards including Section 508 compliance and accessibility best practice

<u>The following skills are desired:</u>

9.2.8. Experience working with Maven and Subversion
9.2.9. Experience with code deployment in development, testing and production environments

9.2.10. Experience with complying with federal standards including Section 508 compliance and accessibility best practices

9.2.11. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.3. Front End UI Layer – Mid Level Skills

The following skills are required:

9.3.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.3.2. Five (5) + years of web application development experience

9.3.3. Three (3) + years of working with web application frameworks such as Spring

9.3.4. Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.3.5. Experience working with Maven, and Subversion

9.3.6. Experience with code deployment in development, testing and production environments.

9.3.7. Experience with complying with federal standards including Section 508 compliance and accessibility best practices

9.3.8. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.4. Middle Tier Java Developer – Senior Level Skills

The following skills are required:

9.4.1. Ten (10) + years of web application development experience

9.4.2. Ten (10) + years of experience working Java, J2EE

9.4.3. Five (5) + years of experience working with ORM tools such as Hibernate, MyBatis

9.4.4. Six (6) + years of experience developing with design patterns

9.4.5. Six (6) + years of experience developing with Object Oriented Concepts

9.4.6. Five (5) + years of experience developing with web application frameworks including three (3) years in Spring

9.4.7. Six (6) + years of experience working with Oracle database, and SQL

9.4.8. Five (5) + years of experience working with WebServices and XML including two (2) + years with RESTful

9.4.9. Three (3) + years of experience working with Maven and Subversion

9.4.10. Three (3) + years of experience with unit testing using JUnit, Mockito or other testing frameworks

The following skills are desired:

9.4.11. Three (3) + years of experience with UNIX/Linux

9.4.12. Experience working with JBOSS

9.4.13. Experience with code deployment in development, testing and production environments

9.5. Middle Tier Java Developer – Mid Level Skills

The following skills are required:

9.5.1. Five (5) + years of web application development experience.

9.5.2. Five (5) + years of experience working with Java, J2EE.

9.5.3. Three (3) + years of experience and working knowledge of XML or JSON

9.5.4. Three (3) + years of experience developing with design patterns.

9.5.5. Three (3) + years of experience developing with Object Oriented Concepts.
9.5.6. Three (3) + years of experience working with ORM tools such as Hibernate, MyBatis
9.5.7. Three (3) + years of experience working with web application frameworks including two (2) + years in Spring.
9.5.8. Three (3) + years of experience developing with Oracle database and SQL
9.5.9. Three (3) + years of experience developing with WebServices including one (1) + years with RESTful.
9.5.10. Two (2) + years of experience working with Maven, Subversion.
9.5.11. Two (2) + years of experience with unit testing using JUnit, Mockito or other testing frameworks.

The following skills are desired:

9.5.12. Knowledge of and experience with UNIX/Linux
9.5.13. Experience with code deployment in development, testing and production environments.

9.6. Oracle Database Developer – Mid Level Skills

The following skills are required:

9.6.1. Five (5) + years of experience with Oracle PL/SQL development using tools such as Toad and SQL Developer
9.6.2. Five (5) + years of experience developing large scale systems using Oracle PL/SQL coding, data structure manipulation, design, and performance tuning in UNIX/Linux environment.
9.6.3. Five (5) + years of experience in Data Modeling, Data Migration and ETL processing using PL/SQL stored procedures, functions and triggers.
9.6.4. Extensive experience as Oracle Database Developer (creating stored procedures, packages, triggers, supporting application development teams) is required.
9.6.5. This skillset does not require NoSQL, Big Data or Hadoop experience, the ideal skillset would be a hands on PL/SQL experienced with ETL using Oracle RDBMS

The following skills are desired:

9.6.6. Experience working with Maven, and Subversion or other versioning tool is desired.
9.6.7. Experience with code deployment in development, testing and production environments is desired

9.7. User Experience Developer – Mid Level Skills

The following skills are required:

9.7.1. Comprehensive (3-5 years) knowledge and experience is required in the following areas:
9.7.1.1. Conducting and documenting user research activities in support of web development (e.g., facilitating and conducting focus groups, gathering and prioritizing business requirements, developing user stories, task lists, workflow diagrams, personas, scenarios, and detailed use cases)
9.7.1.2. Developing interactive designs
9.7.1.3. Developing and applying Enterprise Pattern Library/Style Guide for Enterprise solutions
9.7.1.4. Developing user-centered conceptual designs (via mockups, wireframes, etc.)
9.7.1.5. Evaluating designs (via heuristic evaluations) and designing and conducting usability tests
9.7.1.6. Wireframe/prototype design tools (i.e., Adobe (Photoshop, Illustrator or Fireworks)

or Axure/Balsamiq, etc.

9.7.2. Development experience is required in the following areas

9.7.2.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.7.2.2. Five (5) + years of web application development experience

9.7.2.3. Three (3) + years of working with web application frameworks such as Spring

9.7.2.4. Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.7.2.5. Experience working with Maven, and Subversion

9.7.2.6. Experience with code deployment in development, testing and production environments

10. Staffing

10.1. The Contractor shall provide resumes for all Key Personnel. The Contractor shall submit Key Personnel resumes to the CO who will coordinate review and approval with the USPTO COR and TOM. The absence of Key Personnel shall not be a point of failure. The Contractor is responsible for providing alternate(s) during any absences of Key Personnel.

For Option Period 1, Key Personnel to support this effort are:

Solution Architect (1 FTE)
Principal Software Engineer (1 FTE)
Senior Systems Engineer (3 FTE)

Other Personnel to support this effort are:

Senior Software Engineer (2 FTE)
Project Manager (0.25 FTE)
Functional Analyst (1 FTE)

10.2. The Contractor shall staff qualified personnel to provide the full scope of expertise and capabilities required to perform this task order.

10.3. The Contractor shall create and maintain a staffing plan to include an organizational chart. The staffing plan will include at a minimum the resource assignments identifying the role, labor category, percent of time dedicated to the task order, and estimated on-board date. If remote, the staffing plan will list the anticipated travel days to USPTO throughout the life of the task order. The staffing plan will be submitted with the proposal and updated monthly.

10.4. The Contractor shall create and maintain a USPTO Access List. The USPTO Access List will include at a minimum Contractor Name, Role, Badge Request, Email and PTONet Request, Rally Request, EPMS Request, CICM and SVN Account Request, Email Distribution Request, Other System Request (List Systems), and Anticipated State Date. This USPTO Access List will assist in ensuring the Contractors have timely access to systems required to complete tasks within SOW, this also ensures that any replacement access is completed with the USPTO Rules of the Road Guidelines.

10.5. In the event that the contractor does not demonstrate the necesessary level of skills required, or when the developers progress is lower than standard levels for the team, and is disrupting the team's overall progress, the USPTO reserves the right to request prompt resolution from

the contractor.

11. Deliverables

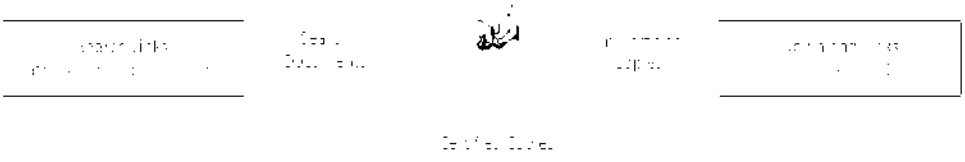
Item Number	Product/Event[1]	Delivery Date(s)[2]
1	Kick-Off Meeting scheduled by the Government	No Later Than (NLT) five (5) business days after award.
2	Project Plan	NLT five (5) business days after the Kick-Off Meeting
3	Weekly and Monthly Status Reports	Weekly: First business day of the week Monthly: First business day of the month
4	Meeting Agenda, Meeting Minutes and Action Items	Agenda: NLT one (1) business day prior to the meeting Minutes and Action Items: NLT one (1) business day after the meeting
5	Staffing Plan	Draft: As part of technical proposal Updated monthly thereafter
6	USPTO Access List	Initial: 3 business days after award Updated monthly thereafter
7	Feature Delivery Report	At the end of each sprint
8	Technical Testable Requirements	Beginning of each sprint
9	Feature Delivery Timeline	Draft: As part of the technical proposal Final: Within thirty (30) days of award
10	System Design Document (SDD)	Updated at the end of each sprint, prior to the next sprint
11	Technical Design Document (TDD)	Updated at the end of each sprint, prior to the next sprint
12	System Flow Diagram (SFD)	Updated at the end of each sprint, prior to the next sprint
13	Dynamic Operational Support Plan (DOSP)	Updated at the end of each sprint, prior to the next sprint
14	Source Code and Executable Files	At the end of each sprint, prior to the next sprint
15	Internal Code Review Report	At the end of each sprint, prior to the next sprint
16	Modified AIS Source Code and Change Documentation	At deployment for each AIS, and five (5) business days prior to the completion of the Task Order
17	Results from various elicitation methods	As Assigned
18	Scenarios, workflows, user descriptions and user experience requirements	As Assigned
19	HTML Mockups, Wireframes, Prototypes (UX)	~~As~~ Each Sprint as Assigned

[1] All deliverables shall be submitted electronically to the CO, TOM and the COR in a format that is compatible with Microsoft Office 2003 / Microsoft Project 2003 (or new versions) and are subject to government review and acceptance.
[2] If a delivery date falls on a federal holiday, it shall be due the following business day.

Item Number	Product/Event[1]	Delivery Date(s)[2]
20	Usability Test Plans (UX)	~~As assigned minimum of each release~~ Draft – one week before usability testing Final – one day before usability testing
~~21~~	~~Usability Testing~~	~~As assigned minimum of each release~~
21	Pattern Library Updates (UX)	Each deployment as changes are needed
22	Usability Test Reports	NLT five (5) business days after the completion of Usability Test
23	UI Technical Reviews (includes sprint reviews, demos, development handoffs, etc.) Project Design Briefing to UXD Standards Committee and Stakeholders	As Required
24	Stakeholder Sessions	As Required
25	Stakeholder Session Summary Report	NLT two (2) business days after the completion of Stakeholder Sessions
26	Make a pull request within GitHub with full documentation for any new patterns or components that should be added to the USPTO UI Design Library for Enterprise –wide use	As needed for portfolio new design reuse
~~27~~	~~SLA Report~~	~~At the end of each sprint~~
27	Performance Baseline	As agreed upon in the final approved Contractor's Project Plan
~~29~~	~~SLA Timeline~~	~~Draft: As part of the technical proposal~~ ~~Final: Within 30 (thirty) business days of award~~
28	Support for FQT, UAT, PVT, and PT	As agreed upon in the final approved Contractor's Project Plan
29	Functional and Integrated Test Plan and Test Results	Functional and Integrated Test Plan: On the last day of Sprint 1; and updated as determined by USPTO Test Results: At the end of each sprint, prior to the next sprint
30	Test Harness	At the end of each sprint, prior to the next sprint
31	Release Notes	At the end of each Release.
32	Sprint Demos	Last business day of each Sprint
33	Agile Artifacts	At the end of each day
34	Lesson Learned	NLT five (5) business days after each release
35	Risks and Issues	Updated at the end of each sprint, prior to the next sprint
36	Post Deployment Staffing Plan	Submitted as part of the Staffing Plan in the proposal
37	Closeout Report	NLT five (5) business days prior to the end of the period of performance

Item Number	Product/Event[1]	Delivery Date(s)[2]
38	User Manual	As agreed upon in the final approved Contractor's Project Plan
~~41~~	~~SLA for new functionality~~	~~As agreed upon in the final approved Contractor's Project Plan~~
39	Agile Central/Rally Backlog	At the end of each sprint, prior to the next sprint
40	Stable Test Bed Environments	As agreed upon in the final approved Contractor's Project Plan
41	Any other SDLC 4.1 artifacts as articulated in the project plan	Updated at the end of each sprint, prior to the next sprint
42	Delivery of 50% of Testable user stories for pre-acceptance and testing	Half way through the sprint
43	Phase-Out Support	NLT five (5) business days prior to the completion of the task order
~~44~~7	Transition Plan	As part of the proposal according to SDI-NG Bridge section C.7.1
45	Letter of Completion	At Project Completion

12. System Diagram (Envisioned)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P19004	See Block 16c	282P1700571	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement P.O. Box 1450 Alexandria, VA 22313-1450	1333BJ	Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement PO Box 1450 Alexandria, VA 22314-1450	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DOC50PAPT1600026
		10B. DATED (SEE ITEM 11) 09/30/2016
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2017-Z-2697-2017

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to do the following:

1. Extend the contract ordering period through September 29, 2020.

2. Revise FAR Clause 52.216-22 Indefinite Quantity to extend task order final delivery date to September 29, 2021. See Continuation Sheet for full text.

3. Incorporate Attachment 1 - Labor rates.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Amit Khare/VP, Consulting Services		Victor Martinez	
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 3/28/19	16B. UNITED STATES OF AMERICA Date: 2019.03.28 15:20:34 -04'00' By _____ (Signature of Contracting Officer)	16C. DATE SIGNED Mar 28 2019

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Table of Contents

Section	Description	Page Number
CS	Continuation Sheet	3

Section CS - Continuation Sheet

Reference CGI Federal Proposal dated March 20, 2019.

ID/IQ Maximum $480,000,000.00

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	Software Development and Integration Next Generation (SDI-NG) Bridge Period of Performance Option Year 3: April 1, 2019 - September 29, 2020.	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: $0.0000 Change: $0.0000 Current: $0.0000	Original: $0.00 Change: $0.00 Current: $0.00
	Period of Performance: 04/01/2019 - 09/29/2020				
	Description:				
	Requisition Number: 282P1700571 - 0001				
	Additional Funding: 1. (2017 - Z - - - - - - 2697 - - - - -) Original Total: $0.00 Change Total: $0.00 Current Total: $0.00				

Procurement:

Yolanda Brown
Yolanda.Brown@uspto.gov
571-272-6174

COR:

Neal Miskell
Neal.Miskell@uspto.gov
571-270-0883

Vendor:

Kristel Bennett
Kristel.Bennett@cgifederal.com
703-227-4325

Accounting and Appropriations Data:

Accounting and Funding Total:

Original: $0.00
Change: $0.00
Current: $0.00

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 29, 2021.

(End of Clause)

Procurement Sensitive Information
CGI Federal

No.	Labor Category	POP: April 1, 2019 - March 31, 2020 On-	POP: April 1, 2020 - March 31, 2021	POP: April 1, 2021 - September 29, 2021
1	Security Architect		(b)(4)	
2	Solutions Architect			
3	Data Architect			
4	Information Architect			
5	Software Architect			
6	Principal Software Engineer			
7	Senior Software Engineer			
8	Junior Software Engineer			
9	Principal Systems Engineer			
10	Senior Systems Engineer			
11	Junior Systems Engineer			
12	Principal Systems Analyst/Programmer			
13	Senior Systems Analyst/Programmer			
14	Junior Systems Analyst/Programmer			
15	Senior Systems Programmer			
16	Junior Systems Programmer			
17	Principal Network Engineer			
18	Network Engineer			
19	Senior Systems Administrator			
20	Junior Systems Administrator			
21	Senior Data Administrator			
22	Junior Data Administrator			
23	Senior Database Administrator			
24	Junior Database Administrator			
25	Senior Network Administrator			
26	Junior Network Administrator			
27	Subject Matter Specialist			
28	Technical Writer/Editor			
29	Administrative Specialists			
30	Administrative Specialists (Senior)			
31	Business Process Reengineering (Junior)			
32	Business Process Reengineering Specialist			
33	Business Process Reengineering Specialist (Senior)			
34	Configuration Management Specialist I (Associate)			
35	Configuration Management Specialist (Intermediate)			
36	Configuration Management Specialist (Lead)			
37	Information Resource Management Analyst			
38	Project Control Specialist			
39	Project Manager			
40	Quality Assurance Analyst			
41	Quality Assurance Manager			
42	Quality Assurance Specialist			
43	Test Engineer I (Associate)			
44	Test Engineer (Intermediate)			
45	Test Engineer (Senior)			
46	Functional Analyst			
47	Functional Analyst (Senior)			
48	Senior Solutions Architect			
49	Principal Data Architect			
50	Senior Data Architect			
51	Principal Information Architect			
52	Principal Software Architect			
53	Sr. Principal Software Engineer			
54	Mid Level Software Engineer			
55	Senior Principal Systems Engineer			
56	Principal Subject Matter Specialist			
57	Senior Subject Matter Specialist			
58	Senior Project manager			
59	User Experience Technical Lead			
60	Senior User Experience Designer			
61	Junior User Experience Designer			
62	Senior Interaction Designer			
63	Interaction Designer			
64	Principal QA Automation Specialist			
65	Principal Business Analyst			
66	Senior Business Analyst			
67	Business Analyst			
68	Senior Business Intelligence Developer			
69	Business Intelligence Developer			
70	Business Intelligence Architect			
71	Senior COTS/Middleware Expert			
72	COTS Consulting Technology Expert			
73	Senior Software Developer			
74	Mid Level Software Developer			
75	Junior Software Developer			
76	Principal Developer for Targeted Environment			
77	Senior Developer for Targeted Environment			
78	Junior Developer for Targeted Environment			
79	Agile Writer/ Editor for Targeted Environment			
80	Agile Test Coordinator			

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK/SPECIFICATIONS

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), in performance of the following Statement of Work (SOW)/Specifications.

C.1.1 General. This SOW describes efforts in which experience/expertise in software development, integration and support are being sought to assist the USPTO in the examination of existing code through operational detection of failures/defects, the debugging of those failures/defects, further development integration, and to determine how to transform the agencies current state to a more effective/efficient future state that accomplishes the USPTO mission. This will require some re-engineering, technical assistance, and analytical support where the contractor's roles and responsibilities will likely evolve, as will the USPTO, their mission and those functional areas requiring support. This SOW establishes currently known areas to be supported and allows for growth and flexibility in the transformation of the USPTO.

C.1.2 Background. The USPTO is a federal agency comprised of approximately 13,000 employees. The mission of the USPTO is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public and by encouraging a domestic and international climate in which intellectual property can flourish.

C.1.3 Scope

The purpose of this SOW is for advancement of the existing software development process and the quality of existing USPTO systems in support of the USPTO Office of the Chief Information Officer (OCIO) program offices, and OCIO Roadmap Transformation initiatives related to the mission. The USPTO OCIO seeks a technical capability teamed with innovative concepts/methodologies and industry best practices in support of the USPTO's Information Technology needs.

The core elements anticipated for this requirement are: Software Development and Integration, Development Testing, Configuration Management Support, Production Support and Software Maintenance and Transition, and Program Management Support. The software development and integration services will provide for integration of Commercial Off the Shelf (COTS) products with customized software applications, database applications, and other solutions not available in off-the-shelf modular software applications. Integration may include the integration of technical components, organizational components and documentation.

The contractor shall provide the necessary skilled staff, tools, and resources to analyze, develop, test, configure, deploy, maintain, and enhance USPTO systems. The services required include life cycle development; i.e., system design and analysis, programming, testing, integration, training related to the products delivered, implementation, operations, system/software maintenance, project-specific system engineering, information/software engineering, product assurance, project management, and other related services and products. The USPTO reserves the right to compete unique requirements for development outside of this contract.

In addition, the USPTO also intends to award multiple contracts for the SDI-NG requirement. The USPTO reserves the right to determine which SDI-NG task orders to compete amongst SDI-NG contract holders.

C.2 SUPPORT HOURS OF OPERATION

C.2.1 Standard Operating Hours

The hours of operation will be any time between 0600 to 1800 EST, Monday through Friday (except Federal Holidays). There may be occasions when the Contractor employees may be required to work other than normal business hours including evenings, weekends and holidays to fulfill requirements under the individual task orders. Alternate work schedules may be authorized under this Contract with prior approval from the authorized government representative (Contracting Officer's Representative [COR] and Task Order Manager [TOM]) receiving the support services.

C.2.2 Emergency Off-Hours Support.

The Contractor shall provide emergency support as designated by each task order. The Contractor shall follow USPTO emergency management and notification procedures as delineated in the Operational Support Plan (OSP) for each Automated Information System (AIS). As directed by the COR or Contracting Officer, the contractor shall continue performance in emergency or mission essential conditions. Additionally, the contractor may be required to account for the whereabouts of their personnel should this information be requested by the COR or Contracting Officer.

C.3 Knowledge Transfer

As the USPTO prepares to complete a task order with the assistance of a contractor, it is looking toward preserving the knowledge that the contractor has amassed over the duration of the project. Knowledge transfer is one method for ensuring that accumulated wisdom does not leave the USPTO once the contractor moves on. The USPTO may implement a continuing knowledge transfer program to the USPTO to ensure that the USPTO does not lose valuable information and data. This may be in addition to the requirements for the

documentation required under the System Development Life Cycle (SDLC). However, throughout the duration of the contract, the contractor shall ensure all issues, operational procedures, configuration changes and "workarounds" are documented and added to a defect tracker or checked into the CM or a designated repository. The contractors shall ensure designs, builds, test plans, unit test cases, equipment and test bed plans, deployment instructions, bug fixes, configurations are updated properly when a change is made and the updated document checked into the CM repository. A contractor shall ensure all source, libraries, build, configuration files, COTS/Government-Off-The-Shelf (GOTS) and other files required for delivery are checked into the CM repository. CM shall be capable of reproducing all production systems. These are activities that are required as part of this SOW that need to be consistently performed in order to prevent the loss of valuable information.

C.4 Qualifications of Contractor Personnel

(a) The contractor shall propose the labor mix necessary to complete each issued task order.

(b) The USPTO will not provide or pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). The contractor is expected to provide trained, knowledgeable personnel according to the requirement of the Task Order. If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

C.5 Skills and Abilities

Below is a list of required skills and abilities required for this SOW. The task orders will describe set of the required skills and abilities needed to meet individual task orders.

The Contractor shall provide expertise in the following skills.
Note: **Bold** means these are the skill sets used most of the time.

Required Skills

- Active Directory
- **Practical Agile, not just theoretical**
- Automated systems performance, load, stress, data interface, code coverage, and security evaluation
- Build and Release Management for software
- C#,
- Enterprise Architecture
- Enterprise Service Bus
- HTTP
- **J2EE**
- **Java**
- **Javascript Libraries (Angular js, Jquery, DOJO)**
- **JUNIT and Eclipse**
- **JBOSS EAP/EWS and**
- Spring
- SQL database setup, distribution, and administration
- Oracle DB DAO, Stored Procedures, Application Database Development
- Star schemas
- Struts (1 and 2)
- Threading and memory

Required Skills

- C
- C++
- Data modeling
- Data warehousing
- DDL Generation and Database Sizing
- Design Patterns
- Distributed computing, including client-server, 3-tier (CORBA, J2EE and Web-based), database distribution, messaging
- EAI, and streaming data
- Extract, transform and load
- **associated integration and components (FUSE)**
- LDAP protocols
- Linux
- Materialized views, and metadata management
- **MySQL**
- Network Protocols
- Performance Analysis
- **Redhat**
- **Restful and JSON**
- SBX virtualization
- **Service Oriented Architecture (SOA)**
- Service segmentation (data and business services) characterization, and definition;
- Socket-level development and networking
- management
- UML
- UNIX (HP, AIX)
- VPN
- **Web Services**
- **XML**
- XSLT

Required Skills (Legacy)

- ASP.NET
- Cool-Gen/Advantage Gen
- MS (Windows 2000, 2003, 2007, 2010 and XP)
- VB Script
- VB
- VB.NET

Legacy Skill Sets are anticipated to be needed until 2018.

The Contractor shall be knowledgable in using the following existing tools listed in the table below. The use of these tools will vary by Task Order and proposed resources shall have experience using them, and in some cases certifications, to meet USPTO requirements:

Tools

- Alfresco
- Business Objects Designer
- Business Objects Webi
- Clearcase
- ClearQuest Test Manager
- ClearQuest
- Crystal Reports
- MS Exchange
- MS Project
- Mybatis
- Oracle
- Oracle Golden Gate
- Office 365
- PL/SQL
- Rally
- Remedy
- ReqPro
- RequisitePro
- SharePoint
- SOA Tester
- Software Architect
- Software Documentation Automation

Tools

- CSS
- Data Integrator
- Documentum
- Dreamweaver
- Eclipse
- EPMS
- Global360
- HTML5
- IBM CM Tools
- Mercury Quality Center
- Rational Data Architect
- Rational Functional Tester
- Rational Manual Tester
- SOLR
- SQL server
- TOAD
- Troux
- CloudForm
- Puppet

The Contractor shall be knowledgablewith the CICM CORE Products:

CICM CORE Products

- Jenkins
- SonarQube
  - *MySql*
- Nexus Community
- Nexus Pro
- Apache Subversion
- SCM Manager
- Canary
  - *StackStorm*
  - *MongoDb*
- CloudBees Enterprise
  - *HAProxy*
  - *Jenkins Operations Center*

The Contractor shall be knowledgable with the CICM Supported Technologies. The various tech stacks in use at the USPTO catalogs the current technology products and standards approved for use in supporting the agency's vision going forward. It is important that the products are used as intended within the business system. If you need clarification on a particular product or are unsure of a product's use, please contact the Enterprise Architecture Division (EAD).

CICM Supported Technologies		
Category	**Current Solution**	**Layers**
Continuous delivery Deployment automation Tools	Puppet 1.3.1 Ansible 1.6.6 Cloudforms	Service Operations
Build management	Apache Maven 2.2 Apache Maven 3.0 Apache Ant 1.6.2 Apache Ant 1.7.1 Apache Ant 1.8.3 Apache Ant 1.9.2 NPM **Bower 1.7.2** **Grunt 0.4.1** **GULP 1.6.11** **Drush(Drupal)**	Service Operations
Development IDE	Visual Studio 2005 Visual Studio 2010 Visual Studio 2013	Service Operations
Development framework	Gradle 1.9 Gradle 2.3 Grails 2.3.7 JDK (J2EE) 1.4 JDK (JEE) 6 - 1.6 JDK (JEE) 7 - 1.7 JDK (JEE) 8 - 1.8 Visual Studio .Net Framework 2.5 Visual Studio .Net Framework 3.0 Visual Studio .Net Framework 3.5 Visual Studio .Net Framework 4.0 Node.js 0.12.2 **PhantomJS v2.0** **Ruby** **ImageMagick** **Bouncy Castle** **ComponentOne**	Service Operations
Development Unit Testing	Visual Studio .Net Framework 4.0 **Karma v0.13** **OpenCover** **Nunit**	Service Operations

CICM Supported Technologies		
Automation Testing	Selenium TestComplete SOAPUI LoadRunner TestExecute WebInspect	Service Operations

C.6 Tools

The Contractor shall use primarily development, configuration management, and testing and tools designated by the USPTO. The following are the primary technologies of the existing USPTO infrastructure, although not inclusive, these are the technologies essential for successful transitioning of the existing system:

OS Platform, Programming Languages, and Key COTS/Open Source Tools

- Adobe
- C/C++/C#/.Net
- Doc2Pix
- Documentum
- DsSockets32
- Global 360
- ImagePro Input Accel
- ImageXpress
- Imagn
- Java
- JavaScript
- JBOSS EAP/EWS and associated integration and components (FUSE)
- JRE
- Kofax
- LeadTools
- Lincoln EPSFax 2.0
- MySQL
- NetAnswer
- OCX/Imaging
- Oracle Database
- Oracle Forms
- Oracle Reports
- PD4ML
- PrimeOCR
- Professional
- Spell Checker
- SQL Server
- Tomcat
- Unix Shell Scripts
- Victor Image Processing/Imecom's Print-2-Images
- ViewStar

OS Platform, Programming Languages, and Key COTS/Open Source Tools (Legacy)

- AIX and Windows
- BRS
- IIS
- Iplantet
- VB Script
- VB.Net

OS Platform, Programming Languages, and Key COTS/Open Source Tools

- Clear Path MCP
- COBOL
- Eclipse
- Handysoft Bizflow
- Perl
- Unisys and Unisys Data Provider
- Unix (HP-UX, Solaris)
- Unix (Linux)
- Visual Basic
- Visual Studios
- WebSphere Application Server
- WebSphere Edge Server

Legacy Tools are anticipated to be needed until 2018.

C.7 Performance Standards

All deliverables shall be measured against quality performance standards defined by USPTO and in accordance with an approved Quality Assurance Surveillance Plan (QASP), and as activities are determined at the Task Order level.

C.7.1 SDLC

All products delivered under the individual task order(s) shall conform to the principles, policies, and standards stated in the USPTO System Development Life Cycle (SDLC). The information on SDLC is made available for electronic review the following link: (https://usptogov.sharepoint.com/sites/e1b07ad4/New%20SDLC%2041%20Pages/SDLC%20Front%20Page.aspx)

C.6.2 Enforceable Standards

The contractor shall follow USPTO coding and development standards for all software development. The applicable standards and guidelines shall be placed on USPTO Intranet. The contractor is responsible for ensuring contractor staff adheres to USPTO standards and policies.

C.7 Phase-in and Phase-Out (Transition) at the Task Order Level

C.7.1 The Government plans for a one-week up to a 90 day transition at each task order level, if necessary, during which the successful offeror will provide the minimum staff to perform necessary transition at the task order level. To meet this requirement, the offeror shall provide a Transition Plan as part of the task order proposal if transition is a requirement at the task order level. The Transition Plan shall demonstrate understanding of the transition tasks and the complexities of assuming responsibility for the task order. The Transition Plan shall include a transition staffing plan and describe the process, details, and schedule for providing orderly transition activities. The Transition Plan shall be developed to

have minimal schedule/technical support impact. Further Transition Plan details may be requested at the task order level.

C.7.2 The Contractor shall provide phase-out support at the completion of a task order. The phase-out activities shall include a briefing and documentation provided by the contractor to describe the status of all activities/deliverables required under the task order. The Contractor shall complete inclusion of all deliverables into Configuration Management (CM) during the phase-out period. The deliverables to be included shall consist of development deliverables in both complete and incomplete phases, all source code, documentation for any actions being performed for maintenance or support to include all known software issues, status of software problem reports, known workarounds, all other documentation, test scripts, and any other electronic data applicable to the task order at no increase in cost to the USPTO.

C.8 SCOPE OF REQUIREMENTS

C.8.1 In support of the mission needs of USPTO and its stakeholders, the OCIO provides excellence in the management, execution, and leadership of USPTO's information technology needs. As part of this mission, the OCIO offers application development services for all USPTO stakeholders. To enable these services, the OCIO is establishing a contract vehicle that encompasses the following scope:

C.8.2. A full range of application development services, including:

- Use of various development approaches for application development, including DevOps;
- Services and support for complex IT platforms and technical environments;
- Troubleshooting and break/fix of production applications and/or services;
- COTS/GOTS (Government off the shelf);
- Applications/System/Integration/Performance/Security Testing;
- Code development and validation.

C.8.3. Management of product backlogs and technical debt;

C.8.4 Related program management support;

C.8.5 System production support;

C.8.6 Defect Triage;

C.8.7 User Experience Design;

C.8.8 IT related organizational consulting to include related business process reengineering, release management and continuous delivery;

C.8.9 Continuous improvement;

C.8.10 Architecture control and compliance;

C.8.11 Data exchange model support; and

C.8.12 Perform studies to analyze / define products and services and evaluate business strategies;

C.8.13 Support planning efforts, including defining requirements, supporting project schedules/activities descriptions, and determining necessary documentation; and

C.8.14 Purchase software and hardware, as needed, on behalf of the government.

C.9 TECHNICAL REQUIREMENTS/TASKS

C.9.1 Program Management. In order to provide program management services the contractor shall:

C.9.1.1 Work collaboratively with government and other contractor support staff;

C.9.1.2 Provide management and leadership required to make decisions and engage all relevant stakeholders. The Contractor shall ensure effective and proactive coordination and communication as well as interface with the USPTO staff and other Contractor support teams to ensure accountability, mission accomplishment and support of USPTO and SDI-NG services and operations;

C.9.1.3 Lead or participate in Integrated Product Teams (IPTs) involving system stakeholders to facilitate the completion of quality and timely deliverables;

C.9.1.4 Identify, track and manage technical debt on each project;

C.9.1.5 The Contractor shall follow USPTO System and Software Development Practices and Coding Practices,

C.9.1.5.1 If the Contractor has Technical Debt, provide explanation of how it occurred as well as how the Contractor will minimize and prevent in the future.

C.9.1.6 Develop and maintain task management plan;

C.9.1.7 Develop a project plan and identify project dependencies;

C.9.1.8 Provide weekly status reports to the TOM and COR via electronic mail if required on individual task orders and participate in status review meetings. The status reports shall include a summary of all Contractor work performed, including an assessment of technical progress, schedule status, resource changes, performance against metrics, and any Contractor concerns or recommendations for the previous period;

C.9.1.9 Establish a work breakdown structure (WBS) describing the project tasks they are executing if the project is utilizing a non-agile methodology. The Contractor shall identify critical paths in project schedules. Utilize best practices for feature and user story breakdown if the project is utilizing an agile methodology;

C.9.1.10 Submit accurate and timely cost reports and invoices;

C.9.1.11 Establish effective cost controls and seek opportunities to minimize costs to USPTO;

C.9.1.12 Integrate and coordinate all activities needed to execute the requirements. The Contractor shall follow USPTO procedures and policies referenced in this SOW as well as best practices to ensure requirements are deliverable at the highest quality. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of sub-contractors. The Contractor shall ensure customer satisfaction and professional and ethical behavior of all Contractor personnel; and

C.9.2 System and Software Development Activities

The Contractor shall use the USPTO development methodologies for analysis, design, development, integration, maintenance of systems to produce high quality, robust systems. Work shall be based on user requirements, business and OCIO needs, TRM, and agency initiatives and shall identify and define an incremental migration strategy that causes no disruptions to the existing legacy systems or the production of those systems. The following subsections are the activities for the system and software development:

C.9.3 New and Existing Systems

C.9.3.1 The Contractor shall provide expertise to perform analysis, design and development, installation and integration for maintaining existing systems; and analysis, design and development of new applications and services to

achieve a high degree of capacity and availability of the systems. All development activities performed under maintenance follow the standard policies and procedures. The production support details will be provided on a per task order basis. Maintenance includes support of changes in production including network, patches, password updates (including 90 day resets), research of issues or topics resulting in recommendations, analysis of production issues, outages, crashes, hangs, missing data, display issues, data load issues, slowness, identification and documentation of "workarounds", identification of long term solutions, reporting and root cause analysis, designing, updates based on reviews, implementing, unit testing, creating new unit tests and fixing existing for the solution, supporting the test process, deploying, monitoring the deployment, appropriate documentation updates. Work around solutions may require scripts and implementation and and/or manual steps identified, documented and provided to USPTO. The contractor shall identify and document opportunities to reduce operational costs by documenting software changes and bug fixes (further detailed at the task order Level). The USPTO systems to be covered shall be designated at the task order level. A current list of systems is maintained in the AIX Master List and will change as systems are added, replaced or retired.

C.9.3.2 The Contractor shall provide services to include analysis, design, configuration, integration, and deployment for existing and new products identified or required by USPTO.

C.9.3.3 The Contractor shall provide application software design, development, testing, production and post production support as required. All Alpha, Beta or other preview testing shall be supported as testing. Post deployment support starts after a successful production deployment and shall be included in the Project Plan.

C.9.3.4 The Contractor shall provide automated unit test code and associated data compatible with CICM for delivery.

C.9.3.5 The Contractor shall perform solely from source documents, i.e., requirements (functional and technical), software architectures and designs, and UI designs.

C.9.3.6 The Contractor shall support the system integration into the enterprise system.

C.9.3.7 The Contractor shall ensure compliance with Enterprise Architecture and High Availability guidelines.

C.9.3.8 The Contractor shall support system integration across implementation teams (e.g., configuration, development, data, test, technology

integration).

C.9.3.9 Design, document, and deliver functional and technical specifications for new and/or changed functionality or components of an Enterprise System.

C.9.3.10 For Agile projects, the backlog will include features, bug fixes, and functional system level upgrades for development.

C.9.3.11 The Contractor shall provide requirements traceability for designs, development, configurations, bug fixes, and scripts.

C.9.3.12 The Contractor shall follow USPTO Software Development Guidelines.

C.9.3.13 The Contractor shall provide system/data reports as required at the task order level.

C.9.3.14 The Contractor shall support the implementation of health check for all NextGen systems in accordance with USPTO's NextGen Applications Logging and Monitoring Guidelines.

C.9.3.15 System and Software development will be open source. All source code developed will be made available to USPTO. Follow OMB guidance and initiatives, and best practices.

C.9.4 Architecture and Design

C.9.4.1 The Contractor shall adhere to the USPTO architecture to include storage, database designs, interfaces, services, technologies, and frameworks.

C.9.4.2 The Contractor shall collaborate with the USPTO and other resources designated by USPTO for architectural and design reviews, and guidance.

C.9.4.3 The Contractor shall create, update, and present architectures, system designs, data architecture for USPTO review as requested in the task order. The Contractor shall address constraints, limitations or defects which result from USPTO review.

C.9.4.4 The Contractor shall adhere to all USPTO policies and standards for all design to include quality, performance, scalability, maintainability, accessibility, usability, security, and logging.

C.9.4.5 The Contractor shall adhere to security requirements, i.e., integrity assurance, accreditation, etc.; and federal requirements to include accessibility in accordance with Section 508; usability requirements shall be in accordance with NISTIR 7432.

C.9.4.6 The Contractor shall identify and document any open source, COTS, libraries, new technologies being used.

C.9.4.7 The Contractor shall identify and document all interfaces and services in the design for USPTO review.

C.9.4.8 The Contractor shall maximize the use of common designs, existing services and approved open source when possible, or provide rationale to the USPTO. When directed by USPTO, the contractor must use existing common architecture, services or code.

C.9.4.9 The Contractor may recommend alternative technologies in unique cost effective implementations to advance the initiatives of the OCIO and provide service excellence through reliable, secure, cost effective, and responsive delivery and performance.

C.9.5 Coding

C.9.5.1 Development, builds, testing and deployments must follow USPTO CM policy and procedures.

C.9.5.2 The individual Contractor developing code will be the individual Contractor to check code in CICM system, not another individual on the task.

C.9.5.3 The Contractor shall develop and provide build instructions, configuration, integration with automated builds and deployment, deployment install scripts for server, database, and desktop deployments, deployment instructions for software releases.

C.9.5.4 The Contractor shall provide development for existing and new USPTO systems.

C.9.5.5 All code, scripts, configurations developed under this contract is the property of the USPTO.

C.9.5.6 All code deliveries shall meet USPTO coding standards.

C.9.5.7 The Contractor shall participate collaboratively in code reviews throughout the development phase with USPTO and other resources designated by USPTO.

C.9.5.8 All code deliveries shall meet minimum defects per 1000 Lines Of Code (LOC) as specified in the QASP. The Contractor shall not produce excessive lines of code that dilutes this metric. Delivery of code with defects beyond the minimum or with habitual issues and violations shall

result in negative incentives as specified in the task order. Habitual issues are standard and best practices violations that occur more than one time per contractor.

C.9.5.9 The Contractor shall provide code review results from their internal code review.

C.9.5.10 The Contractor shall review results of USPTO code reviews and provide remediation. Violations of coding standards and defects per 1000 LOC after the first code delivery for all systems supported from the contractor shall result in negative incentives per Task Order.

C.9.5.11 The Contractor shall update architecture, design, services, build, and operations support documentation if the development results in any design, build, architecture, interface, services change after approval by the USPTO of design change.

C.9.6 Unit, Integration, Performance, Security, and Regression Testing

C.9.6.1 Perform unit, integration, performance, security, and regression testing on all software developed for the USPTO;

C.9.6.2 Integrate the unit tests into the build per CM policies and monitor test results via the test automation dashboards and tools provided. The Contractor shall meet at least 85% of unit test coverage;

C.9.6.3 Provide automated unit test code and associated data compatible with CICM for delivery;

C.9.6.4 Update test plans, documentation, and unit tests to reflect any changes found;

C.9.6.5 Assist with development of test strategies and automated test plans for test events;

C.9.6.6 Create and maintain test data, develop automated test scripts, conduct and support test readiness reviews and test events, develop test stage gate criteria, produce test result reports, and maintain requirements traceability documentation;

C.9.6.7 Prepare, schedule, coordinate, conduct, analyze, and document test events. Test events may include: network, connectivity, integration, functional, volume, stress, regression, auditability/ Federal Information System Control Audit Manual (FISCAM), security, user acceptance, backup, restore, and disaster recovery; and

C.9.6.8 Identify, document, track, mitigate, manage, and resolve all defects discovered during test events in the USPTO designated system. Completion timeframes to be defined at the task order level.

C.9.6.9 Develop and execute test automation scripts and automation frameworks to be used for functional and regression testing of both batch processing and interactive applications;

C.9.6.10 Research tools, methods, and technology trends to support test automation objectives;

C.9.6.11 Contribute to the development and promotion of design and coding standards for automated testing scripts;

C.9.6.12 Provide tools expertise and design and coding assistance to Application Engineering and Development (AED) and Infrastructure Engineering and Operations (IEO) staff tasked with developing, maintaining, and executing automated test scripts;

C.9.6.13 Develop reusable functions and components that can be used to maintain and extend automated tests for multiple projects with maximum reuse of code;

C.9.6.14 Develop test scripts that perform both batch and interactive tests automatically, including testing of processes involving main frame and distributed applications;

C.9.6.15 Design, modular scripts that allow tests to be maintained or extended without additional script coding;

C.9.6.16 Provide in-depth technical expertise and advice to testing teams in the use of automation framework, to facilitate the use of automated testing across multiple projects and work streams;

C.9.6.17 Review User Interface specifications, and technical specifications to understand the system workflow and business requirements;

C.9.6.18 Review manual test cases, executing where necessary, to understand the low level detail and identify functions required to enable scripting/coding. Identify application components to be automated based on both the business priority and expected benefit of automated testing;

C.9.6.19 Develop a design approach for automated testing for assigned projects;

C.9.6.20 Document the proposed approach and review it with the project team;

C.9.6.21 Participate in reviews and inspections that pertain to the inputs to test automation as well as the test automation code;

C.9.6.22 Develop test data in preparation for test execution;

C.9.6.23 Participate in project-related meetings for test planning;

C.9.6.24 Maintain test scripts, making changes where necessary in order to maintain their proper functioning as applications and data change;

C.9.6.25 Execute automated test scripts for both functional and regression testing cycles. Analyze and report test results;

C.9.6.26 Document application problems found using automated tests, including scripting steps and data needed to reproduce the problem and provide in a written report to the TOM;

C.9.6.27 Report test execution progress and test results to development team lead;

C.9.6.28 Perform regression testing on all software prior to deployment into Formal Quality Testing (FQT).

C.9.7 Configuration and Release Management

C.9.7.1 Check code, scripts, and configuration files into the USPTO CM Repository as developed and in accordance with CM policy, specifically the Continuous Integration Configuration Management (CICM) User Guide, to develop Software on the CICM platform;

C.9.7.2 Ensure that the USPTO can recreate all builds for every release exclusively from code in the CM Repository;

C.9.7.3 Provide detailed documentation describing how to build the delivered, tested software;

C.9.7.4 Perform system configuration to enable the to-be business processes in one or more of the enterprise applications;

C.9.7.5 Provide system configuration support based on configuration plans, which may be developed by the USPTO or the Contractor (varies by task order) that incorporate configuration scope, release cycles, test plans, data requirements, and associated development objects. System configuration includes creating supporting documentation, including processes and procedures, and performing audits. All of which shall conform to the USPTO configuration management policy;

C.9.7.6 Provide, maintain, and update Dynamic Operational Support Plans;

C.9.7.7 Implement use of Software Code Quality (SCQ) and Software Code Assurance (SCA); http://ptoweb.uspto.gov/ptointranet/cisd/cio/archive/tsgs/docs/RST_TSG.DOC;

C.9.7.8 Use Government provided automated testing tools to detect errors, enable best practices, find security vulnerabilities, and remediate the applicable vulnerabilities within developed software source code; and

C.9.7.9 In accordance with SDLC, conduct all necessary deployment and release activities including fully preparing the sites for implementation; conducting pre-deployment site assessments; validating infrastructure readiness; providing end user identification, mapping, provisioning and implementation; and change management and communications activities;

C.9.7.10 Support on-site post deployment activities (e.g., end user training, data validation, data maintenance, prioritization and escalation of help desk tickets, financial compliance and validation, and translation of business processes in the enterprise environment.

C.9.8 User Experience Design

C.9.8.1 Plan and conduct User Research to determine stakeholder and end-user needs and preferences;

C.9.8.2 Support usability metrics that need to be met;

C.9.8.3 Using the USPTO User Centered Design (UCD) methodology, develop conceptual (wireframes, mockups) and logical (clickable wireframes, prototypes) designs that both meet usability metric goals and are technically feasible (see section J-10);

C.9.8.4 Plan and conduct expert reviews (heuristic evaluations) and/or usability tests to evaluate the usability of the product;

C.9.8.5 Maintain the Portfolio and Project Pattern Libraries and Style Guide to provide a consistent look and feel across USPTO applications. Collaborate with the UXD Standards Governance Committee and maintain all documentation within the Enterprise Pattern Library as new designs are created;

C.9.8.6 Develop testing plan including script and metrics;

C.9.8.7 Iteratively conduct usability testing (frequency to be defined at the task

order-level);

C.9.8.8 Generate usability test reports outlining findings and recommendations from tests; and

C.9.8.9 Develop 508 compliant applications within the scope of USPTO adapted standards.

C.9.9 Defect Triage

C.9.9.1 Participate in defect triage following the USPTO Defect Management Plan using USPTO defect management tools;

C.9.9.2 Identify, correct, and document defects using the defect management tools; and

C.9.9.3 Implement, maintain, and report on the causes for high risk issues and determine how to prevent them from being repeated. The Contractor shall include a root-cause analysis and written remediation report when requested by the COR or TOM within 5 business days of the findings.

C.9.10 Production Support

C.9.10.1 Maintain, sustain, update, and migrate system baselines for development, quality assurance, Continuity of Operations (COOP) and training;

C.9.10.2 Maintain and update Plan of Action and Milestones (POAMs), and bugs;

C.9.10.3 Ensure that the USPTO can support any proposed software solution, and that the solution includes all technical support data and maintenance procedures to detect and isolate issues in production;

C.9.10.4 Provide configuration and installation information for production needs, and document and provide deployment instructions for both COTS and developed systems;

C.9.10.5 Provide training and/or documentation as requested – level of effort will vary by task order;

C.9.10.6 Provide on-call Operational Support 24 hours a day, seven (7) days a week, as specified in task order;

C.9.10.7 Provide emergency support for production issues as required, as specified in task order;

C.9.10.8 Provide a root cause analysis for all production software investigations;

and

C.9.10.9 Handle outages on production systems in accordance with the OSP for that AIS;

C.9.10.10 Automate production tasks, when possible.

C.9.11 Maintenance Support

C.9.11.1 Identify, plan, and conduct maintenance activities. The Contractor shall perform maintenance activities including identification, isolation, and resolution of system problems to restore normal operations;

C.9.11.2 Perform maintenance activities including systematic inspection, detection, and correction of problems before they occur. This support will help increase software maintainability and reliability, and to prevent problems in the future (e.g., applying application or operating system patches).

C.9.11.3 Schedule maintenance (frequency to be defined at the task order-level), apply patches, and adhere to information assurance vulnerability alerts. Plan for and manage multiple landscapes and transport paths and coordinate efforts across multiple products/programs.

C.9.11.4 Perform maintenance activities (frequency to be defined at the task order-level), designed to cope with changes in the software environment including the implementation of processing efficiencies, and/or considerations for additional delivered capabilities to enable existing and future requirements;

C.9.11.5 Monitor and report system and operational metrics against system-specific defined standards and parameters;

C.9.11.6 Complete operational and system performance measurement as specified in each task order;

C.9.11.7 Design, document and implement policies, processes, and procedures to ensure that COOP is consistent with system availability requirements during all disaster recovery test events, and after a natural or manmade disaster renders a component of the technical landscape unusable. Coordination includes communication with the hosting organization to ensure the requirements for system design and sustainment are synchronized; and

C.9.11.8 As specified in each task order, track and resolve system incidents and problems identified in the USPTO tracking system. This includes

problems that impact system functionality or availability, diagnostics, interface problems, performance-related problems, and collaboration with the COTS enterprise application vendor to resolve problems.

C.9.12 Studies

C.9.12.1 The Contractor shall perform studies to analyze/define products and solutions, including market research.

C.19.12.2 The Contractor shall identify viable commercial and government products and solutions and determine whether they meet USPTO's mission / requirements.

C.9.12.3 The Contractor shall define criteria for evaluating alternatives.

C.9.12.4 The Contractor shall perform an analysis of alternatives and define each alternative's capabilities, risks, benefits, and costs.

C.9.12.5 The Contractor shall evaluate business strategies and provide recommendations as to which alternative best meets USPTO's needs.

C.9.13 Planning

C.9.13.1 The Contractor shall work with USPTO stakeholders and customers to define and capture business or operational user needs.

C.9.13.2 The Contractor shall identify operational inefficiencies and opportunities for improvement.

C.9.13.3 The Contractor shall define requirements and performance metrics to address business and operational user needs. Note: If the Contractor supports requirements definition for a specific effort, then the Contractor will be ineligible to compete for the task order to perform that work.

C.9.13.4 The Contractor shall support the development of project schedules and activity descriptions.

C.9.13.5 The Contractor shall identify and develop any necessary planning or requirements development documentation.

C.10 Standards and Policies

C.10.1 The Contractor shall adhere to the USPTO enterprise policies including Enterprise Configuration Management (ECM) and Configuration Management (CM) procedures.

C.10.2 The Contractor shall adhere to the USPTO Architecture or to the existing architecture for development for new projects/services and to existing projects that are part of the next generation USPTO.

C.10.3 The Contractor shall adhere to all USPTO guidance for all development for business and operational metrics.

C.10.4 The Contractor shall adhere to the USPTO policies and standards for software development. Where standards do not exist, Application Development shall adhere to industry best practices as approved by the USPTO.

C.10.5 The Contractor shall use development, CM, Testing and other tools designated by the USPTO.

C.10.6 The Contractor shall use SDLC including the current software development methodology, policies, procedures and directives.

C.10.7 The Contractor shall follow USPTO lifecycle testing policies, guidelines and procedures for test planning, test case design, test case development, test automation, test execution, test reporting, and defect management.

C.10.8 The Contractor shall follow USPTO Information Technology Infrastructure Library (ITIL) policies, procedures and directives.

C.10.9 The USPTO is constantly updating and creating policies and standards. Any new policies and standards will be identified at the task order level.

C.11 QASP

C.11.1 The Contractor shall develop and maintain a Quality Assurance Surveillance Plan (QASP) that documents the Contractor quality assurance process and covers all aspects of quality management to include corrective actions. The plan shall include the Contractor's approach pertaining to contract deliverables; approach to delivering conforming services with minimal government oversight; approach to personnel and sub-contractor evaluations; approach to measuring customer satisfaction; approach to risk management to include risk mitigation; approach to cost control; approach to schedule adherence; approach to incentives for personnel. Metrics in the QASP should include project management metrics such as: schedule, budget & expenditure reporting, efficiency in code, code coverage, defects per lines of code, design defects, testing defects, production defects, adherence to standards, CM build success rate, installation issues, productivity metrics (e.g. incident resolution/unit of time), emergency response time and others as identified by the contractor.

C.11.2 Metrics shall be baselined in the QASP and updated on a task order basis based on the volume, complexity of the work and the timeliness and quality of the contractor. The contractor shall provide a QASP 30 days after contract award with metrics from the contractor to show how they shall provide a quality product(s) and support. The QASP shall be updated and resubmitted on a yearly basis at a minimum. Performance ratings for each of the metrics shall be based on the volume and complexity of work performed, and the timeliness and quality of the contractor response. Poor performance may affect award of future task orders.

SECTION D - PACKAGING AND MARKING

D.1 Packaging

(a) All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe and timely delivery at the destination, in accordance with applicable security requirements.

(b) Cover letters and deliverables are to be assembled together in one complete package; with the exception of technical deliverables required under task orders, addressed to the Contracting Officer. The Contractor is to furnish the Contracting Officer only the cover letters for technical deliverables. This does not apply to any contractual administration documents that the Contractor is required to send to the Contracting Officer.

(c) Other special packaging provisions may be specified in any task order issued under this contract.

D.2 Marking

(a) PROPRIETARY OR SENSITIVE MATERIAL -- The Contractor shall isolate all material which it asserts is "proprietary" or "sensitive," and shall provide that material within an appendix or appendices. This isolation includes both material for which the contractor asserts its own rights and material that the contractor asserts is proprietary to other vendor or vendors. The Contractor shall appropriately mark that appendix or those appendices; the contractor shall not mark any other pages of the document deliverables. The Contractor shall refer the reader, in the main text, to the appendix or appendices. The Contractor shall mark the cover of each and every document deliverable with a statement. That cover statement shall: 1) state that there is no proprietary content on unmarked pages; 2) identify the appendix or appendices which contain proprietary content; 3) state the USPTO has complete freedom to distribute the document, without the marked parts, to anyone, including other companies, foreign governments, foreign nationals, and academia; 4) state that the Contractor assumes full responsibility for the correct isolation of proprietary content of the marked

appendix or appendices. Within the marked appendix or appendices, the Contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," " Six (6) years after final payment, this information is no longer considered sensitive, and may be freely distributed or disposed"). This requirement applies to all tasks under this contract.

(b) PROCUREMENT SENSITIVE MATERIAL -- All procurement sensitive documents delivered to the USPTO shall be bound under a red cover for easy identification. Procurement sensitive deliverables must be packaged for delivery in a sealed, addressed envelope or box. The envelope or box must be stamped with the procurement sensitive notification. Delivery of procurement sensitive deliverables shall follow the same procedures used for other contract correspondence/deliverables. If the documents delivered to the USPTO are through electronic delivery, ensure all documents are marked with the procurement sensitive notification.

(c) All deliverables prepared and submitted by the contractor to the Government shall include the following information on the cover page of each document:

(1) Contract number
(2) Task order number
(3) Deliverable Number
(4) Deliverable Name

(5) Date of document
(6) Cover statement, as required by this clause that shall:
   a. State that there is no proprietary content on unmarked pages
   b. Identify the appendix or appendices that contain proprietary content
   c. State the USPTO has complete freedom to distribute the document, without the marked parts, to anyone whomsoever, including other companies, foreign governments, foreign nationals, and academia
   d. State that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices.

(7) Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "Six (6) years after final payment, this information is no longer considered sensitive, and may be freely distributed or disposed").

Period of Performance

(a) The period of performance of this contract, excluding options, shall be from the effective date of the contract for one year. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Base Period	September 30, 2016 - September 29, 2017
Option Period 0001	September 30, 2017 - September 29, 2018
Option 0002 (52.217-8 Extension)	September 30, 2018 - March 31, 2019*
Option 0003 (Negotiated Extension)	April 1, 2019 – September 29, 2020*

* Task orders may extend up to one (1) year beyond this date but must be placed on or before Septemebr 29, 2020, per clause 52.216-22.

AGILE STATEMENT OF WORK
Develop Order Entry Management System Next Generation (OEMS NG) Storefront
(Project ID: 100582)

Amendment Table			
Amendment	**Date**	**Sections Impacted**	**Notes**
NOTE			All deletions are identified with ~~strikethrough~~ formatting; all insertions are identified with <u>blue underlined</u> font formatting.
A0001	9/29/2017	2.7/2.8, page 2 9.6, page 6 9.7, pages 6-7 10.1, page 7 10.5, page 7 11, page 8	This amendment is to add UX/UI support in the scope, deliverables and key personnel as well as provide clarification to 9.6, Oracle Database Developer.

1. Background

The United States Patent and Trademark Office's (USPTO) Order Entry Management System (OEMS) is an enterprise system that manages the sale of certified and un-certified copies of Patent and Trademark documents to the world-wide customer. OEMS accepts, manages, processes, delivers and tracks customer orders and provides orders status to the world-wide customers. OEMS assists in performing a critical part of the information dissemination mission for the USPTO. It helps to provide revenue through efficient automation of several tasks involved in order management and administration through gathering, processing, and reporting statistics. OEMS is heavily driven by internally defined workflows to fulfill all customer orders that are delivered via different methods like hard paper copy, CDROM and digital download. OEMS interfaces with other COTS based products like the Ricoh RPD and Rimage CD producing sub-systems to produce hardcopy and CDROM outputs.

2. Scope of Work

This Time and Materials (T&M) Task Order is to procure development support for an integrated Government/Contractor project team to develop a customized next generation scalable, robust, reliable, flexible and resilient application that will manage the sale of certified copies of Patent and Trademark documents to customers. This application will replace the legacy OEMS system with the latest web design technologies and frameworks to improve and enhance the current business through electronic commerce, and add new capabilities to achieve the future electronic workplace allowing flexible customer interaction.

The scope of work for the integrated project team contains the following high level items:

2.1. Development of OEMS NG Storefront for external web customers.
Develop a light weight, responsive web design, online catalog and ordering system that allows users to order certified patent and trademark documents and track order status and history. The web page will also hold static help menus, tables of product pricing, shopping cart and other useful information for customer. The webpage may also have links to other USPTO systems and will have capability to upload documents from website as needed.

2.2. Development of OEMS NG Order entry and management capability for USPTO Internal users. Develop role based access to the system for internal users to key in orders on customer behalf, update order status, cancel or complete an order, maintain product catalog and pricing, view list of completed and pending orders using different search options, assign orders for processing and other admin activities as needed and elaborated by USPTO managers.

2.3. Integration with existing USPTO systems, for example: Single Sign On, Financial transactions and other functions as identified by USPTO managers.
Integrate with existing USPTO systems like MyUSPTO to create the base integration with Role Based Access Control (RBAC) / MyUSPTO and Fees Processing Next Generation (FPNG), Patent Center and other future integration candidates as identified. Provide business benefits, lessons learned and justification to have other business customers and technical partners realize the value of the solution and be able to integrate quickly and reliably.

2.4. Migration of data from legacy system to new system.
Extract, Transform and Load OEMS data from existing Oracle database to the new OEMS NG database to maintain the order history, order tracking and other critical functions in the OEMS NG system.

2.5. Migration of users from legacy system to new system.
Extract, Transform and Load existing OEMS users to the OEMS NG platform ideally without having users to make changes to their existing accounts.

2.6. Establishment of a data sync connection from OEMS NG to existing work flow system.
Establish a data sync connection from OEMS NG to legacy OEMS system to keep the existing work flow running in the legacy system. All the new orders entered in the OEMS NG system will get moved down to legacy OEMS system for fulfilment and the current order status will be reflected in the new NG system.

2.9. Preparations of technical and training documents of OEMS NG system.
Prepare technical and business related documents per the SDLC Process as needed such as Technical Design Documents, Use Cases, Flow Diagrams, Class Diagrams, Power Point Presentations etc.

2.10. The core elements anticipated for this project are: requirements and analysis, software design, development, implementation and integration, development testing (UAT, FQT, PVT), configuration management (CM), production support, and software operations and maintenance transition. The software design, development, implementation, integration services will provide for integration of required changes with current software applications, database applications, and other solutions. Integration may include technical components, organizational components, and documentation.

2.11. The Contractor shall provide the necessary skilled staff to analyze, design, develop, test, deploy, and enhance USPTO systems as specified above. The services required include life cycle development (anticipated in DevOps environment); i.e., system design and analysis, programming, testing, integration, training related to the products delivered, implementation, project-specific system engineering, information/software engineering, and quality assurance and control of the services.

2.12. The Contractor shall comply with all the policies and procedures announced by the USPTO Office of Chief Information Officer including (but not limited to) DevOps processes, testing, cyber security, quality, systems performance, 508 compliance, etc.

2.13. The Contractor shall comply with competing requirements and changes in priorities as identified by USPTO Technical Leads and Managers during the Agile Product Development.

3. Technical Requirements

The Contractor shall perform the following in accordance with the Bridge Contract:

3.2 Section C.9.4 Architecture and Design
3.3 Section C.9.5 Coding
3.4 Section C.9.6 Unit, Integration, Performance, Security, and Regression Testing
3.5 Section C.9.7 Configuration and Release Management
3.6 Section C.9.8 User Experience Design
3.7 Section C.9.9 Defect Triage
3.8 Deployment
- 3.8.1 The Contractor shall follow USPTO's Systems Development Life Cycle (SDLC) and Software Engineering standards and provide all SDLC artifacts as required two (2) weeks prior to system deployments.
- 3.8.2 The Contractor shall implement all requirements described in this document by supporting the building and deployment of software code during each Release.
- 3.8.3 The Contractor shall provide a list of lessons learned after each Sprint and Release.

3.9 Section C.9.10 Production Support

4. System Requirements

4.1. The system must be fully operational under the new Linux/JBoss environment.

5. Technical Approach for all Life Cycle Support Work

5.1. The USPTO standards for documentation required for this task are defined in the OCIO SDLC. The artifacts, points of contact (POCs), and templates for SDLC can be found at USPTO SDLC Website

5.2. The Contractor shall follow an Agile development process using anticipated sprint cycles of **three (3) weeks** long. At the predetermined point in each sprint, the Contractor shall deliver working code to the designated System Integration Testing (SIT) environment.

5.3. The number of anticipated Releases are approximately **three (3)**

5.4. The Contractor **shall not** provide the scrum master.

5.5. The Contractor shall maintain and update USPTO's Agile Central/Rally software daily.

5.6. The Contractor shall provide sprint review at the end of each sprint and release notes no later than two (2) days after the end of each sprint.

5.6.1. Sprint Planning

5.6.2.Sprint Execution
5.6.2.1. Ongoing Critical Partner Activities.
5.6.2.2. Daily Scrum Call Standup.
5.6.2.3. Sprint Review including Team Demonstration.
5.6.3.Sprint Closing and Retrospective
5.6.4.Inspect and Adapt Workshop

6. Period of Performance

6.1. The base period of performance for this task order is 2/14/2018 through 2/13/2019.

6.2. The overall period of performance shall be:

Base Period	2/14/2018 – 2/13/2019
Option Period 1	2/14/2019 – 9/30/2019

7. Place of Performance

7.1. The primary place of performance is expected to be offsite at the Contractor's facility; however, the Government may designate some tasks to be performed at the USPTO facility in Alexandria, Virginia. When requested, Contractor staff shall be available for onsite meetings with USPTO staff, or via teleconference, when approved by the TOM. The vendor will be given no less than 24 hours' notice prior to the necessary meeting.

8. Hours of Operation

8.1. Hours of Operation for this task order follow SDI NG Bridge Contract Section C.2.1.

9. Skills Required to Perform this Task

9.1. The Contractor shall provide staff with following skills:

9.1.1.Agile development methodologies
9.1.2.Agile Central (RALLY)
9.1.3.Strong facilitation and cross-functional team facilitation skills
9.1.4.Strong written and oral communication skills
9.1.5.Working knowledge of Microsoft Project Server 2010 (MS Project Professional 2010, SharePoint 2010)
9.1.6.Working knowledge of Microsoft Office 2010 (Excel, Word, PowerPoint)
9.1.7.Working knowledge developing for major web browsers including Internet Explorer, Firefox, Chrome and Safari and supporting at least each of the two previous versions

9.2. Front End UI Layer – Senior Level Skills

The following skills are required:

9.2.1.Ten (10) + years of experience developing user interfaces using HTML, CSS, JavaScript.
9.2.2.Ten (10) + years of web application experience
9.2.3.Three (3) + years of experience interfacing with Web Services, including one (1) + year in RESTful
9.2.4.Five (5) + years of experience developing with web application frameworks, such as Spring.
9.2.5.Five (5) + years of experience developing with JQuery, AngularJS, Bootstrap, XML, DHTML, or Ajax, including two (2) + year in AngularJS
9.2.6.Experience working with front-end tools and libraries such as LESS, SASS, Grount, Bower, Node etc.

The following skills are desired:

9.2.7. Experience working with Maven and Subversion

9.2.8. Experience with code deployment in development, testing and production environments

9.2.9. Experience with complying with federal standards including Section 508 compliance and accessibility best practices

9.2.10. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.3. Front End UI Layer – Mid Level Skills

The following skills are required:

9.3.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.3.2. Five (5) + years of web application development experience

9.3.3. Three (3) + years of working with web application frameworks such as Spring

9.3.4. Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.3.5. Experience working with Maven, and Subversion

9.3.6. Experience with code deployment in development, testing and production environments.

9.3.7. Experience with complying with federal standards including Section 508 compliance and accessibility best practices

9.3.8. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.4. Middle Tier Java Developer – Senior Level Skills

The following skills are required:

9.4.1. Ten (10) + years of web application development experience

9.4.2. Ten (10) + years of experience working Java, J2EE

9.4.3. Five (5) + years of experience working with ORM tools such as Hibernate, MyBatis

9.4.4. Six (6) + years of experience developing with design patterns

9.4.5. Six (6) + years of experience developing with Object Oriented Concepts

9.4.6. Five (5) + years of experience developing with web application frameworks including three (3) years in Spring

9.4.7. Six (6) + years of experience working with Oracle database, and SQL

9.4.8. Five (5) + years of experience working with WebServices and XML including two (2) + years with RESTful

9.4.9. Three (3) + years of experience working with Maven and Subversion

9.4.10. Three (3) + years of experience with unit testing using JUnit, Mockito or other testing frameworks

The following skills are desired:

9.4.11. Three (3) + years of experience with UNIX/Linux

9.4.12. Experience working with JBOSS

9.4.13. Experience with code deployment in development, testing and production environments

9.5. Middle Tier Java Developer – Mid Level Skills

The following skills are required:

9.5.1. Five (5) + years of web application development experience.
9.5.2. Five (5) + years of experience working with Java, J2EE.
9.5.3. Three (3) + years of experience and working knowledge of XML or JSON
9.5.4. Three (3) + years of experience developing with design patterns.
9.5.5. Three (3) + years of experience developing with Object Oriented Concepts.
9.5.6. Three (3) + years of experience working with ORM tools such as Hibernate, MyBatis
9.5.7. Three (3) + years of experience working with web application frameworks including two (2) + years in Spring.
9.5.8. Three (3) + years of experience developing with Oracle database and SQL
9.5.9. Three (3) + years of experience developing with WebServices including one (1) + years with RESTful.
9.5.10. Two (2) + years of experience working with Maven, Subversion.
9.5.11. Two (2) + years of experience with unit testing using JUnit, Mockito or other testing frameworks.

The following skills are desired:

9.5.12. Knowledge of and experience with UNIX/Linux
9.5.13. Experience with code deployment in development, testing and production environments.

9.6. Oracle Database Developer – Mid Level Skills

The following skills are required:

9.6.1. Five (5) + years of experience with Oracle PL/SQL development using tools such as Toad and SQL Developer
9.6.2. Five (5) + years of experience developing large scale systems using Oracle PL/SQL coding, data structure manipulation, design, and performance tuning in UNIX/Linux environment.
9.6.3. Five (5) + years of experience in Data Modeling, Data Migration and ETL processing

9.6.4. Extensive experience as Oracle Database Developer (creating stored procedures, packages, triggers, supporting application development teams) is required.
9.6.5.

The following skills are desired:

9.6.6. Experience working with Maven, and Subversion or other versioning tool is desired.
9.6.7. Experience with code deployment in development, testing and production environments is desired

10. Staffing

10.1. The Contractor shall provide resumes for all Key Personnel. The Contractor shall submit Key Personnel resumes to the CO who will coordinate review and approval with the USPTO COR and TOM. The absence of Key Personnel shall not be a point of failure. The Contractor is responsible for providing alternate(s) during any absences of Key Personnel.

Key Personnel to support this effort are:

10.1.1. Senior Front End Developer (1)
10.1.2. Senior Java Developers (2)
10.1.3. Oracle Database Developer (1)

Other Personnel to support this effort are:

10.1.5 Mid Level Front End Developer (1)
10.1.6 Mid Level Java Developer (2)
10.1.7 Project Manager, Technical Writer and Quality Assurance Specialist as needed

10.2. The Contractor shall staff qualified personnel to provide the full scope of expertise and capabilities required to perform this task order.

10.3. The Contractor shall create and maintain a staffing plan to include an organizational chart. The staffing plan will include at a minimum the resource assignments identifying the role, labor category, percent of time dedicated to the task order, and estimated on-board date. If remote, the staffing plan will list the anticipated travel days to USPTO throughout the life of the task order. The staffing plan will be submitted with the proposal and updated monthly.

10.4. The Contractor shall create and maintain a USPTO Access List. The USPTO Access List will include at a minimum Contractor Name, Role, Badge Request, Email and PTONet Request, Rally Request, EPMS Request, CICM and SVN Account Request, Email Distribution Request, Other System Request (List Systems), and Anticipated State Date. This USPTO Access List will assist in ensuring the Contractors have timely access to systems required to complete tasks within SOW, this also ensures that any replacement access is completed with the USPTO Rules of the Road Guidelines.

11. Deliverables

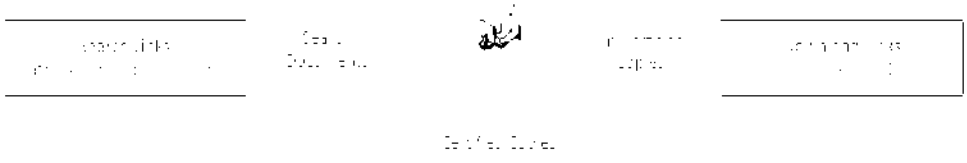
Item Number	Product/Event[1]	Delivery Date(s)[2]
1	Kick-Off Meeting scheduled by the Government	No Later Than (NLT) five (5) business days after award.
2	Project Plan	NLT five (5) business days after the Kick-Off Meeting
3	Weekly and Monthly Status Reports	Weekly: First business day of the week Monthly: First business day of the month
4	Meeting Agenda, Meeting Minutes and Action Items	Agenda: NLT one (1) business day prior to the meeting Minutes and Action Items: NLT one (1) business day after the meeting
5	Staffing Plan	Draft: As part of technical proposal Updated monthly thereafter
6	USPTO Access List	Initial: 3 business days after award Updated monthly thereafter
7	Feature Delivery Report	At the end of each sprint
8	Technical Testable Requirements	Beginning of each sprint
9	Feature Delivery Timeline	Draft: As part of the technical proposal Final: Within thirty (30) days of award
10	System Design Document (SDD)	Updated at the end of each sprint, prior to the next sprint
11	Technical Design Document (TDD)	Updated at the end of each sprint, prior to the next sprint
12	System Flow Diagram (SFD)	Updated at the end of each sprint, prior to the next sprint
13	Dynamic Operational Support Plan (DOSP)	Updated at the end of each sprint, prior to the next sprint
14	Source Code and Executable Files	At the end of each sprint, prior to the next sprint
15	Internal Code Review Report	At the end of each sprint, prior to the next sprint
16	Modified AIS Source Code and Change Documentation	At deployment for each AIS, and five (5) business days prior to the completion of the Task Order
17	Results from various elicitation methods	As Assigned
18	Scenarios, workflows, user descriptions and user experience requirements	As Assigned

[1] All deliverables shall be submitted electronically to the CO, TOM and the COR in a format that is compatible with Microsoft Office 2003 / Microsoft Project 2003 (or new versions) and are subject to government review and acceptance.
[2] If a delivery date falls on a federal holiday, it shall be due the following business day.

Item Number	Product/Event[1]	Delivery Date(s)[2]
19	HTML Mockups, Wireframes, Prototypes	~~As~~ Assigned
20	Usability Test Plans	~~As assigned minimum of each release~~
~~21~~	~~Usability Testing~~	~~As assigned minimum of each release~~
22	Usability Test Reports	NLT five (5) business days after the completion of Usability Test
23	UI Technical Reviews (includes sprint reviews, demos, development handoffs, etc.) Project Design Briefing to UXD Standards Committee and Stakeholders	As Required
24	Stakeholder Sessions	As Required
25	Stakeholder Session Summary Report	NLT two (2) business days after the completion of Stakeholder Sessions
26	Make a pull request within GitHub with full documentation for any new patterns or components that should be added to the USPTO UI Design Library for Enterprise–wide use	As needed for portfolio new design reuse
~~27~~	~~SLA Report~~	~~At the end of each sprint~~
27	Performance Baseline	As agreed upon in the final approved Contractor's Project Plan
~~29~~	~~SLA Timeline~~	~~Draft: As part of the technical proposal~~ ~~Final: Within 30 (thirty) business days of award~~
28	Support for FQT, UAT, PVT, and PT	As agreed upon in the final approved Contractor's Project Plan
29	Functional and Integrated Test Plan and Test Results	Functional and Integrated Test Plan: On the last day of Sprint 1; and updated as determined by USPTO Test Results: At the end of each sprint, prior to the next sprint
30	Test Harness	At the end of each sprint, prior to the next sprint
31	Release Notes	At the end of each Release.
32	Sprint Demos	Last business day of each Sprint
33	Agile Artifacts	At the end of each day
34	Lesson Learned	NLT five (5) business days after each release
35	Risks and Issues	Updated at the end of each sprint, prior to the next sprint
36	Post Deployment Staffing Plan	Submitted as part of the Staffing Plan in the proposal

Item Number	Product/Event[1]	Delivery Date(s)[2]
37	Closeout Report	NLT five (5) business days prior to the end of the period of performance
38	User Manual	As agreed upon in the final approved Contractor's Project Plan
~~41~~	~~SLA for new functionality~~	~~As agreed upon in the final approved Contractor's Project Plan~~
39	Agile Central/Rally Backlog	At the end of each sprint, prior to the next sprint
40	Stable Test Bed Environments	As agreed upon in the final approved Contractor's Project Plan
41	Any other SDLC 4.1 artifacts as articulated in the project plan	Updated at the end of each sprint, prior to the next sprint
42	Delivery of 50% of Testable user stories for pre-acceptance and testing	Half way through the sprint
43	Phase-Out Support	NLT five (5) business days prior to the completion of the task order
44~~7~~	Transition Plan	As part of the proposal according to SDI-NG Bridge section C.7.1
45	Letter of Completion	At Project Completion

12. System Diagram (Envisioned)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
DOC50PAPT1600026	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P20006	SEE BLOCK 16C	See Lines	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St..MDE. 7th Floor ALEXANDRIA. VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4920 DUNS: 145969783		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ19F00280018
	X	10B. DATED (SEE ITEM 11) 01/01/2019
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning . . . . . copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2020-A-00-289010-SCIFXX-0527-NONCOMP-2570-4884-S99999-281700-2020

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Changes

E. IMPORTANT: CONTRACTOR ☐ is not. ☒ is required to sign this document and return __1__ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see continuation page for details of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Amit Khare, VP Consulting Services	Victor Martinez

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Amit Khare (Signature of person authorized to sign)	7/23/2020	By Victor A. Martinez (Signature of Contracting Officer)	Jul 24 2020

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is as follows:

1) Incorporate a revised Statement of Work (SOW), Attachment A

2) Increase the value of CLIN 0002, Option Period 1 CIF, from [redacted] by [redacted] to [redacted]. This CLIN is fully funded.

3) Increase the value of CLIN 2001, Option Period 2 CIF, from [redacted] by [redacted] to [redacted]. This CLIN is unexercised.

4) Decrease the value of CLIN 3003, Option Period 3 Cybersecurity, from [redacted] by [redacted] This CLIN is unexercised.

5) Update the Task Order Manager (TOM) as follows:

Remove: Lilibeth Dineros-Snell
Add: Mayumi Whitley, mayumi.whitley@uspto.gov, (571)272-8882

Resulting from this modification, the total obligated value is hereby increased from [redacted]

Resulting from this modification, the total value of the task order is increased from [redacted] by [redacted].

Note: All changes noted above are in accordance with the contractor's technical and price proposal (dated 06/30/2020).

No changes to the Period of Performance on this task order. All other terms and conditions remain unchanged.

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for SCDAD Technical Support. The total task order base and option ceiling price is [redacted].

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Option Period 1 CIF, in accordance with the contractor's technical and price proposal (dated 06/30/2020), Attachment B	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: [redacted] Change: [redacted] Current: [redacted]	Original: [redacted] Change: [redacted] Current: [redacted]
	Period of Performance: 01/01/2020 - 08/21/2020				
	Description: The total value of this CLIN is [redacted].				
	Requisition Number: 289P2052683 - 0001				
	Additional Funding: 2. (2020 - A - 289010 - SCIFXX - 0527 - S99999 - NONCOMP - 2570 - - - 4884 - - 281700) Original Total: $0.00 Change Total [redacted] Current Total [redacted]				
2001	Option Period 2 CIF	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: [redacted] Change: [redacted] Current: [redacted]	Original: $0.00 Change: $0.00 Current: $0.00
	Period of Performance: 08/22/2020 - 12/31/2020				
	Description: The total value of this CLIN is [redacted]				
	Requisition Number: 289P2052683 - 0001				
3003	Option Period 3 Cybersecurity	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: [redacted] Change: [redacted] Current: [redacted]	Original: $0.00 Change: $0.00 Current: $0.00
	Period of Performance: 01/01/2021 - 09/30/2021				

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Description: The total value of this CLIN is [redacted]				
	Requisition Number: 289P2052683 - 0001				

Procurement: Rusabh Shah; rusabh.shah@uspto.gov COR; Neal Miskell; neal.miskell@uspto.gov Vendor: Erin L. Harrison; Erin.Harrison@cgifederal.com

Accounting and Appropriations Data:

Accounting and Funding Total:
Original: [redacted]
Change:
Current:

STATEMENT OF WORK

SYSTEM CONFIGURATION AND DEPLOYMENT AUTOMATION DIVISION

1 BACKGROUND

The System Configuration and Deployment Automation Division (SCDAD) is a division under the United States Patent and Trademark Office(USPTO)/Office of Chief Information Officer(OCIO)/Office of the Organizational Policy and Governance (OOPG) that is responsible for ensuring the integrity and the availability of all information technology (IT) systems that underpins the business process and services at the USPTO. SCDAD is responsible for operations, engineering and maintenance of the configuration management services.

The Cybersecurity Division is a division under cybersecurity services and capabilities through the operation of a world-class enterprise operations center and a proactive, bureau-wide cybersecurity program that provides continuous monitoring and compliance. The Division's vision is to improve cybersecurity integration into USPTO's strategic business objectives and Next Generation technology/services to enable secure business operations.

2. GENERAL REQUIREMENTS

SCDAD has a continuing requirement for the ongoing effort to mature the central configuration management system that uses the continuous integration, continuous deployment and configuration management practices.

Implementation of SailPoint Identity IQ to DEV, FQT and PROD environments through the USPTO CICM pipeline. Integration of SailPoint Identity IQ with USPTO's authoritative sources including Active Directory, Linux IPA, Probaris (HSPD-12), PALM/CEDR and DOC CLC (Learning Center). Configuration of SailPoint Identity IQ (base platform) per CDM requirements –attributes to be mapped and auto reported to DOC MUR on a periodic basis. Configuration of SailPoint LifeCycle Module (LCM) per USPTO workflows for new users, leaving users, and users moving between projects or offices, including but not limited to, onboarding, off-boarding, deactivation/reactivation of accounts, credential and entitlement certification, and continuing governance of all enterprise user accounts.

Technical efforts include the planning, design, development, implementation and support of continuous integration, delivery, release and configuration management capabilities.

3 SCOPE

The scope of this task order is to accomplish the work associated with continuing the advancement of the system configuration management, continuous integration and continuous delivery automation practices and support the OCIO DevOps initiative as mentioned in the OCIO's strategic plan. Additionally, the scope includes the implementation of the Cybersecurity Identity IQ in the CICD pipeline. The Contractor shall work as an integrated team with the USPTO staff, other USPTO Contractors and outside vendors -- as designated

by USPTO in support of these efforts.

Additional scope for this modification includes the following:

- The implementation of SailPoint Lifecycle Manager per USPTO account management workflows for the Cybersecurity Division
- The implementation of a new Continuous Integration and Continuous Deployment pipeline framework using the GITLAB and AWS technologies
- Support the Agile Team rollout for the New Ways of Working to include the implementation of preferred technologies by the Agile teams

4. TASK ORDER REQUIREMENTS

- CLIN X001 - SCDAD - Continuous Integration Continuous Delivery (CICD) Platform Maturity
- CLIN X002 - SCDAD - Configuration Management Operations Support
- CLIN X003 - CYBERSECRITY - SailPoint Identity IQ Implementation

4.1 CLIN X001 - SCDAD CIF - Continuous Integration Continuous Delivery (CICD) Platform Maturity

The contractor shall provide subject matter expertise in the effort to advance the implementation of the continuous integration continuous delivery platform. The Contractor shall improve the implementation of the existing toolchain and/or add new tools to add platform features e.g., integrating communication tools, requirements management tools, team collaboration tools, project management tools, etc. The contractor shall provide technical expertise in the following areas in accordance with the Bridge Contract:

- Section C.9.3 New and Existing Systems
- Section C.9.4 Architecture and Design
- Section C.9.6 Unit, Integration, Performance, Security, and Regression Testing
- Section C.9.7 Configuration and Release Management
- Section C.9.9 Defect Triage
- Section C.10 Standards and Policies
- Section C.9.12 Studies
- Section C.9.13 Planning

4.1.1. CICD Pipeline Automation Implementation

The contractor shall provide technical expertise and support in the following areas:

4.1.1.1. Defining the steps and stages in the deployment pipeline and automating the entire software delivery process from check-in to post production analysis to develop a Pipeline

as Code framework.

4.1.1.2. Advancing the management of an automated deployment and release pipeline that enables the development teams (consisting of both government and contractor employees) to self-service their own release lifecycle.

4.1.1.3. The contractor shall develop and recommend continuous integration continuous delivery policy changes to achieve a more homogeneous implementation employed in all the application development environments, e.g., coding standards, desired file structure test results, permissible external library files that can be included as dependencies in the build and execution processes.

4.1.1.4. Provide coaching and mentoring services to the application development team to develop scripts to automate deployment and immediate reporting of the deployment success or failure automatically.

4.1.1.5. Support the development teams (consisting of both government and contractor employees) in defining the steps and stages in the deployment pipeline and automating the entire software delivery process from check-in to post production at the same time maintaining all the necessary gates to ensure product quality and DevOps collaboration to seamlessly perform continuous deployment.

4.1.1.6. Provide support in the implementation of the new CICD platform using cloud technologies, i.e., GITLAB Ultimate and AWS CICD

4.1.2. Platform Engineering

4.1.2.1. The contractor shall collaborate with all the stakeholders and make recommendations in technology refresh initiatives by performing horizon scanning, research and development of upcoming technology trends that can add sophistication to the existing platform, optimize its performance and improve monitoring capability.

4.1.2.2. The contractor shall provide subject matter expertise in developing solutions for effective notification and remediation when servers are nearing threshold limits (transparent uptime) to all communication channels and implement platform reliability engineering.

4.1.3. Build Automation and Management

4.1.3.1. The contractor shall provide technical support for automating builds, which includes source compilation, unit testing, functional testing, source code analysis, code review.

4.1.3.2. The contractor shall support the development teams (consisting of both government and contractor employees) gain autonomy in generating their own builds. The contractor shall provide technical expertise and support to the development teams (consisting of both government and contractor employees) in complying with standardization in automating builds and deployment bundles.

4.1.3.3. The contractor shall explore possible solutions in automating any existing legacy builds.

4.1.4. Source Code Management

4.1.4.1. The contractor shall provide technical expertise and support for the enhancement of source code management, which is the implementation of a standard source control practice that includes the maintenance of a repository, the versioning of source codes, branches and tags control, etc.

4.1.4.2. The contractor shall add sophistication in the use of Subversion and Git in the platform by tightly integrating the source code repository and its management practices with the variety of tools to form a full cycle visibility of code check-ins and its relationships to the requirements, user stories, release and deployments.

4.1.4.3. Implement an enterprise source code repository in the Cloud using the preferred technologies such as GITLAB and/or AWS.

4.1.5. Quality Assessment and Metrics (Dashboard) Development

4.1.5.1. The contractor shall provide expertise related to Quality Assurance (QA), which are a set of discipline/techniques for planning, reviewing, and measuring processes, and products to ensure that they are acceptable to the business area and the Chief Information Office (CIO).

4.1.5.2. The contractor shall configure and customize a real-time DevOps dashboard to include details into the health of build and deployment activities in one consolidated view, using data collection integration as they progress through the lifecycle of plan, build, test and delivery.

4.1.5.3. The contractor shall include the following key QA metrics:

- velocity of Agile feature development
- unit test coverage
- functional defects uncovered during regression testing
- source code repository commit activity and health
- build, release and deployment activity
- cycle times and health
- automated pipeline deployment activity and health

4.1.6. Automated Quality Testing Enhancement

4.1.6.1. The contractor shall provide subject matter expertise in advancing quality testing.

4.1.6.2. The contractor shall provide support in the quality testing automation that includes but not limited to static analysis, unit testing, code coverage testing, smoke/regression/load testing, security testing, functional and production verification testing.

4.1.6.3. The contractor shall provide support to the development and test teams (consisting of both government and contractor employees) to increase test coverage and optimize automation for integration in the automated release pipeline.

4.1.7. High Availability and Disaster Recovery Implementation

4.1.7.1. The contractor shall provide technical expertise in improving the continuous integration continuous delivery platform's high availability and disaster recovery implementation.

4.1.7.2. The contractor shall develop a recommendation to ensure optimized failover/failback capabilities and that high availability features are able to handle the growing demand for the use of the platform.

4.1.7.3. The contractor shall optimize the tool's high availability features when available and provide a solution for high availability for tools without inherent HA capability.

4.1.7.4. The contractor shall develop a plan for periodically conducting fail over exercise and disaster recovery.

4.1.8. Infrastructure as a Code

4.1.8.1. The contractor shall provide expertise in infrastructure deployment automation that will expeditiously provision the full technology system stack to all the environments.

4.1.8.2. The contractor shall provide support in the use of system deployment technologies using cloud- computing environment.

4.1.8.3. The contractor shall provide guidance in maintaining the development assets inventory management system.

4.1.8.4. The contractor shall develop rapid reproducibility approach to environment stand-ups in defined security enclave.

4.1.8.5. The contractor shall establish mechanism(s) to create workstations, development servers and testing environments just in time to eliminate hardware installation delays. This support also includes assisting SCDAD with evaluating and implementing standards, processes and best practices in implementing infrastructure configuration management.

4.1.9. Application Lifecycle Management (ALM)

The contractor shall provide technical expertise in identifying a commercially available solution(s) for application lifecycle management for the USPTO application development teams. The full featured ALM tool needs to provide a fully auditable and traceable path from a user requirement to the deployment of an application in production. It needs to provide a capability to add or integrate new tools easily; provide a federation hub of disparate processes, technologies and tools to unite different teams using standard processes and tools; allow project groups to assume essential tasks of automating traceability across a delivery pipeline from an idea to deployment, reporting and analysis, process management and compliance/security management.

4.1.10. Configuration Management Database (CMDB) Implementation

4.1.10.1. The contractor shall provide technical expertise in exploring all the existing data sources in OCIO and federating it in a single data source to serve as the Enterprise Configuration Management Database (ECMDB).

4.1.10.2. The contractor shall establish a centralized CMDB that will house all the applications' configuration items to facilitate identification, status monitoring and audit using a commercially available CMDB tool.

4.1.10.3. The contractor shall develop solution(s) to ensure that the CMDB is congruent to all the other

USPTO OCIO data sources – ensuring that all production data elements are consistent in all production data sources, e.g., Deployment Assessment and Reporting Tool (DART), Change Request Management (CRQ), Global Enterprise Architecture Repository System (GEARS), Dynamic Operational Support Plans (DOSPs), etc.

4.1.10.4. Implement and manage the Federated CMDB using the preferred tool per the result of the market survey.

4.1.11. Physical Configuration Audit (PCA) Automation

4.1.11.1. The contractor shall advance the practice of PCA by applying automation in performing the audits.

4.1.11.2. The contractor shall develop solutions to ensure that all systems are in compliance with the Physical Configuration Audit Policy and in alignment with the Federal Information Security Management Act (FISMA).

4.1.11.3. The contactor shall develop a solution to perform platform permission and access audits expeditiously.

4.1.12. Approved Software Library Automation

4.1.12.1. The contractor shall provide subject matter expertise in integrating the SCDAD Software Library data with the platform to show, in dashboard like display, the production deployment readiness of a system.

4.1.12.2. The contractor shall provide subject matter expertise in automating the Approved Software Library process to allow the users to subscribe to software that are available in the library, include new software in the library and manage the approvals of the inclusion of software into the library; transform the Software Library into a fully functional Software Asset Library.

Table 1 CICD Platform Maturity Performance Requirements Summary (PRS)

Performance Standard	Performance Objective	Acceptable Quality Limit	Measurement Technique
Productivity	Ability to meet Planned Velocity in a Sprint	Average velocity as a percentage of Planned Velocity will meet or exceed 95% for the Sprints. Percentage = Actual Velocity/Planned Velocity	
Predictability	Consistency of work produced over time	Delivered work product within 10% of commitment	Data obtained from the agreed roadmap
Task Order Development Deliverables	Completes tasks within required schedule as specified in task order	At least 95% of tasks completed accurately and within the schedule outlined in the task order	Random sampling

Deployment documentation and artifacts	Deliver documentation and artifacts are developed and maintained in accordance with policy prior to each major deployment	Deployment documentation and artifacts are approved prior to deployment of major release	100% inspection at each major deployment
Security Compliance	Comply with USPTO and FISMA security guidance	All critical vulnerabilities detected and eliminated or mitigated prior to production deployment	Security vulnerability Scans

4.2 CLIN X002 - SCDAD OPS - Configuration Management Operations Support

The contractor shall provide technical support in providing configuration management operational services. The Contractor shall provide support in the administration of the platform, ensuring its maximum up time, assist the development teams in their build support needs, support the SCDAD government staff in onboarding and migration initiatives, audit administration, testing and maintenance of the operational documentations and other project artifacts. The contractor shall provide operational support as follows in accordance with the Bridge Contract:

- Section C.9.7 Configuration and Release Management
- Section C.9.9 Defect Triage
- Section C.9.10 Production Support
- Section C.9.11 Maintenance Support
- Section C.10 Standards and Policies

4.2.1. Build Support

4.2.1.1. The contractor shall provide during and after business hours build support (24 x 7) for approved test builds and deployment support.

4.2.1.2. The contractor shall provide support to troubleshoot build issues and be able to resolve non- compilation related build issues; be able to prioritize and work tasks according to their criticality.

4.2.2 Onboarding and Migration

4.2.2.1. The contractor shall provide support in the onboarding process that will not only migrate the Automated Information System (AIS) source code into the platform but also mature the deployment process of the project so that it can utilize and take advantage of the benefits of a more automated deployment pipeline.

4.2.2.2. The contractor shall also provide support in migrating any of the platform artifacts into any new or updated tools as part of the technology refresh initiatives.

4.2.3. Platform Administration

4.2.3.1. The contractor shall provide technical support in ensuring that all components of the configuration management systems are up and running during operational hours i.e., 24 x 7.

4.2.3.2. The contractor shall recommend a solution in improving the circulation ofcommunications.

4.2.3.4. The contractor shall provide subject matter expertise in the effort to refine the existing platform solution and add sophistication to the tool chain by integrating tools with the platform that are compatible with the existing tools to provide visibility in the entire servicelifecycle.

4.2.3.5. The contractor shall provide the expertise in parsing the logs and provide an analysis and recommendation to ensure maximum platform uptime.

4.2.4. Physical Configuration Audit (PCA) Administration

4.2.4.1 The contractor shall perform comprehensive Physical Configuration Audits (PCA) of all releases, in accordance with Attachment #1, The Physical Configuration Audit Policy, and participate in the annual A-123 audits.

4.2.4.2 The contractor shall engage in bi-annual re-certification and policy refresh activities to ensure that all SCDAD policies, processes and procedures are up to date.

4.2.5. Training Development/Instructional Development support

The contractor shall provide technical support in developing training materials. The contractor shall develop training materials for the use, administration, management and practice of tools, processes and standards. This task shall also include the development and maintenance of knowledge base repositories, wiki pages and technical contents of the SCDAD Sharepoint site. This support services shall also include the plan and implementation of transitioning the operations of the platform.

4.2.6. CI/CD WIKI and Library

The contractor shall provide technical services for the development of the CI/CD practices repository; provide the capability to integrate the document repository to the platform for an integrated portal that will house all the standard practices for application development. The portal needs to feature an integrated real time documentation tool that fosters collaborative efforts of developing documentation artifacts. This repository should be accessible from the SCDAD SharePoint collaboration site.

4.2.7 Testing Operations Support

The contractor shall provide day-to-day support to SQAD to resolve functional and non-functional testing issues, which includes the following:

4.2.7.1. Install and update all the necessary software in test slaves

4.2.7.2. Perform routine troubleshooting to correct end user's problem and follows up until issue is resolve.

4.2.7.3. Respond to Inquiries concerning systems operations and diagnoses system hardware, software and operator problems

4.2.7.4. Refers major problems to appropriate IT staff for resolution

4.2.7.5. Provide information and assistance to users on desktop applications, devices, shared drive and remote access

4.2.7.6. Test and load specified software and hardware for users and verifies that systems, programs and equipment are operating correctly for specific AIS

4.2.7.7. Document procedures and perform general test support services as required

Table 2 – Configuration Management Operations Support PRS

Performance Standard	Performance Objective	Acceptable Quality Limit	Measurement Technique
Productivity	Team accomplishments over time based on the agreed upon roadmap	95% of the commitment	Status reporting
Predictability	Consistency of work produced over time	95% acceptance of the work product	Status reporting
Restoration of Operations	Ability to restore any platform services within 2 hours after identification	95% of incidents reported	Status reporting
Problem Resolution	Respond to system alerts, track and resolve system problems, root cause analysis	100%	Random sampling
Maintenance Updates	Apply timely maintenance updates	100%	Status reporting

4.2.8. Program/Project Management

The contractor shall provide program/project management support to manage the projects related to the platform and other configuration management services. The contractor shall ensure the successful implementation of this program and the associated projects as follows in accordance with the Bridge Contract:

- Section C.9.1 Program Management
- Section C.9.13 Planning
- Section C.10 Standards and Policies

4.2.8.1. Work collaboratively with government and other contractor support staff; develop and maintain a communications plan. Lead or participate in teams involving system stakeholders to facilitate the completion of quality and timely deliverables.

4.2.8.2. Provide leadership to make timely decisions and engage all relevant stakeholders; perform proactive coordination and communication and interface with the USPTO staff and other Contractor support teams to ensure accountability, mission accomplishment, and support of USPTO and SCDAD services and operations.

4.2.8.3. Identify, track and manage technical debt on SCDAD platform projects; document the

technical debt (inherited or otherwise), determine how it occurred, and minimize and/or prevent it in the future.

4.2.8.4. Provide weekly status reports to the Task Order Manager (TOM), Contracting Officer (CO), and Contracting Officer's Representative (COR) via electronic mail and participate in status review meetings. The status reports shall include a summary of all Contractor work performed, including an assessment of technical progress, schedule status, resource changes, performance against metrics, and any Contractor concerns or recommendations for the previous period.

4.2.8.5. Submit accurate and timely cost reports and invoices. Establish effective cost controls and seek opportunities to minimize costs to USPTO.

4.2.8.6. Integrate and coordinate all activities needed to execute the requirements; follow USPTO procedures and policies referenced as well as best practices to ensure delivery of requirements at the highest quality. Provide effective management of subcontractors.

4.2.8.7. Ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

4.2.8.8. Manage the timeliness, completeness, and quality of problem identification. Notify the USPTO's Contracting Officer (CO) and Contracting Officer's Representative (COR) of all problems that affect or potentially affect the contract, deliverable(s), or project schedule.

4.2.8.9. Submit problem notifications in writing; email is acceptable, within one hour of the problem and within four hours as soon as the contractor realizes a delay. Submit this written report and provide corrective action plans.

4.2.8.10. Actively participate in transition activities for seamless transition (on boarding or offboarding) of support responsibilities to/from the government and other Contractors.

4.2.8.11. Possess professional proficiency, experience, knowledge, and skills to perform the required tasks; ensure that its staff and subcontractors maintain any required professional certifications, accreditations, and proficiency relative to their areas of expertise.

4.2.8.12 The contractor shall ensure that its staff prepare and provide deliverables after requisite reviews, which meet the quality standards expected of project/product deliverables that meet relevant Industry/Government standards.

Table 3. Program Management PRS

Performance Standard	**Performance Objective**	**Acceptable Quality Limit**	**Measurement Technique**
Program/Project Management	Timeliness of interactions, problem notification documented within 24 hours; ability to perform on-time, within budget, quality and effectiveness of selecting and retaining staff	Problems are resolved within the reporting month	Monthly Project Status Reporting

Key Personnel	Key Personnel changes follow Task Order guidelines for notification and replacement.	Government is notified of key personnel change NLT 15 business days prior to departure at least 95% of the time. There is no gap in key personnel 100% of the time.	Random sampling
Accurate Reporting	Contractor Actual Reports and Status Reports are accurate and submitted on time	100% compliance	100% inspection
Invoicing	Invoices are accurate, match Cost/Status reports, and are submitted by 10th of each month	100% compliance	100% inspection

4.3 CLIN X003 - CYBERSECRITY- - SailPoint Identity IQ Implementation

4.3.1 The contractor shall provide expertise in the Cybersecurity implementation of SailPoint Identity IQ to manage and govern points of access in files and application across the enterprise.

4.3.2 Integration of SailPoint Identity IQ with USPTO's authoritative sources including Active Directory, Probaris (HSPD-12), PALM/CEDR and DOC CLC (Learning Center).

4.3.3 Configuration of SailPoint Identity IQ (base platform) per CDM requirements –attributes to be mapped and reported to DOC MUR on a periodic basis.

4.3.4 Installation and configuration of SailPoint Identity Lifecycle Module per USPTO Identity and Access Management Policy/Procedures (onboarding, provisioning, deactivation, termination.)

4.3.5 Develop training curriculum and provide training related Active Directory and Account Management teams on SailPoint Base Platform and Lifecycle Module. The training may include on-boarding, provisioning, deactivation, termination and others identified as necessary.

4.3.6 Provide comprehensive testing as identified by Cybersecurity in all affected systems

4.3.7 Provide reports, presentations, and other communication materials related to the performance of this task.

4.3.8 The contractor is required to test the systems identified and impacted by the deployment.

5. DELIVERABLES

All deliverables shall be submitted electronically to the TOM and the COR in a format that is compatible with Microsoft Office 2003 / Microsoft Project 2003 (or newer versions) and are subject

to government review and acceptance. If a delivery date falls on a federal holiday, it shall be due the following business day.

Table 4 Deliverables Schedule

Section	Item	Description	Frequency	Due Date
4	Weekly Activity Report	Task Order Weekly Status Report	Weekly	
4	Project Status Report	Monthly Project Status Report	Monthly	
4.2.4	Physical Configuration Audit Report	Weekly PCA Status Report	Weekly	
4.1.7	Disaster Recovery (DR) and High Availability (HA) Solution and related documents	A fully exercised DR solution from a remote site, a fail-over capability to a remote site and an HA solution that will distribute the load throughout the continuous integration continuous delivery infrastructure.		TBD
4.1.1	Continuous Integration Continuous Delivery Solution and related documents	A full feature CICD pipeline for delivering deployment artifacts to production and migration of all the AIS to the CICD pipeline. This solution should provide the ability to manage, plan, schedule and control automated deployment pipelines and a set of quality controls gates and validations through which a piece of software must pass on its way to production release and deployment		TBD
4.2.5	Training Curriculum Plan and Execution	Development of training materials and conduct the training to familiarize the USPTO software developers in the proper use of the continuous integration continuous delivery platform technologies, process and procedure. This deliverable shall include the plan for transitioning operations into the following engagement.		Throughout the engagement

4.1.9	Application Lifecycle Management (ALM) solution and associated documents	Release planning solution that will federate all the data from OCIO critical partners to show progression of the development of an application. This solution automates the application versioning and release process. Provides the ability to manage, plan, schedule and control software builds through different stages and environments; including testing and deploying software releases.		TBD
4.1.6	Quality Assessment and Metrics Dashboard solution and associated documents	Implementation of a dashboard in various hierarchical views to display the quality of the software product in development. The dashboard shall display the relevant attributions of the progression of the software product development.		TBD
4.1.11	Physical Configuration Audit Automation solution and associated documents	An automated solution for performing Physical Configuration Audit and other system audits; reports and analysis of the PCA activities and outcomes.		TBD
4.1.10	CMDB Solution and associated documents	Delivery of the CMDB solution that will house federation of data from various resources. This solution must integrate with the Release Management and Continuous Delivery Pipeline modules to track assets required to deliver mission services are accurately and reliably recorded and available when needed for configuration management auditing processes. This information includes details for Configuration Item (CI) including hardware, software, documentation and application components. CIs are stored in the Configuration Management Database (CMDB)		CMDB Solution and associated documents

4.1.8.2	Migration of the CICM Platform to Cloud	Delivery of a well architected, frame worked, Governance, and scalable CICM platform cloud solution that must met agility, availability, security, reliability, performance efficiency, cost optimization and operational excellence. Migrating all CICM applications in portfolio and ensure that all dependencies are met and any application that migrate to the cloud will function as expected. Provides the capabilities of Blue/Green deployment, containerization, high-availability and CI/CD. Establish a cloud KPIs and performance baseline. This		TBD
4.1.1	Build Automation Report(s)	Provide AIS Phase I & Phase II up to date report with numbers of pipelines are completed and work in progress.	Weekly	Include in weekly report
4.1.1	Automated Release Pipeline Report(s)	Provide Automated Release Pipeline Report.	Weekly	Include in weekly report
4.2.5	Knowledge Base updates on configuration, process and procedures	Implementation of a robust self-service customizable CICM internal knowledge base or internal kb that shall provide users with important and easy to find intelligent searchable information. Users shall be able to find simpler answers to a technical information independently without submitting a user help request. Self-service portal shall minimize user help request submission and be integrated with other systems as required.		TBD

4.1.12	Software Library solution	Flexara App Portal technical and operational implementation process, design, and architecture decisions made jointly by the CICM and an expert consultant from Flexera, that helps establish the best practice approaches to integrating and managing the data, tools and processes to drive toward a successful business outcomes.		TBD
4.3.3	SailPoint Deployment	Deployment and configuration of SailPoint Identity IQ (Base platform), meeting CDM requirements.		TBD
4.3.2	SailPoint Configuration	Deployment and configuration of SailPoint Identity Lifecycle Module for onboarding, off-boarding, provisioning, activation, deactivation, and termination, and certifying credentials.		TBD
4.3.4	Sailpoint Training	Providing technical training to the USPTO team about how to use SailPoint. (onboarding, off-boarding, provisioning, activation, deactivation, and termination of user, and certifying credentials, CDM reporting and etc.)	Weekly & Monthly	
4.3.5	SailPoint Technical Documentation	Technical Documentation of architect and design documents, etc.		TBD
4.3.5	Knowledge Transfer	Briefing of All Results or Findings of each Task; approved and accepted pen Test Report		TBD

6. PLACE OF PERFORMANCE AND HOURS OF OPERATION

6.1. Primary Place of Performance

The primary place of performance is the U.S. Patent and Trademark Office Campus/Buildings at 600 Dulany Street, Alexandria, VA 22314. The Government reserves the right to designate another location.

6.2 Other Place of Performance

Authorization to perform off site requires COR approval prior to working at the alternate location.

6.3 Hours of Operation

6.3.1 The core hours of operation will be between 0600 and 1800 Eastern Standard Time, Monday through Friday (except Federal Holidays). The Contractor employees will be required to work other than normal business hours including evenings, weekends and holidays. The Contractor shall be available to meet and interact with USPTO personnel during the core hours.

6.3.2 As specified in the Task Order, hours of operation for Operational Support Hours may be up to 24 hours a day, seven (7) days a week. This can be supported through on-call support, or as specified in the Task Order.

6.4 Period of Performance

System	Base	Option Period 1	Option Period 2	Option Period 3
SCDAD AWARDED	01/01/2019 1/31/2019	01/01/2020 – 03/31/2020		
SCDAD CLIN-X001 - CIF	N/A	04/01/2020 – 08/21/2020	08/22/2020 – 12/31/2020	01/01/2021 – 09/30/2021
SCDAD CLIN-X002 - OPS	N/A	04/01/2020 08/21/2020	08/22/2020 12/31/2020	01/01/2021 09/30/2021
Cybersecurity CLIN-X003	N/A	01/01/2020 – 08/21/2020	08/22/2020 – 12/31/2020	01/01/2021 – 09/30/2021

7. STAFFING

7.1 Key Personnel

The Contractor shall identify and provide resumes for all Key Personnel. The Contractor shall permit the USPTO COR, TOM, and TL to review and approve the resumes of any personnel before their start date. The absence of Key Personnel and/or SMEs shall not be a point of failure. The Contractor is responsible for providing alternate(s) during any absences of Key Personnel and SMEs. Key Personnel for this task order is as follows:

Configuration Management Specialist (Lead)
Project Manager
Senior Subject Matter Specialist

Senior Project Manager

7.2 Contractor Team Organization

The Contractor shall be fully staffed for this task order no later than two (2) weeks from the first day of the task order performance, and be prepared to maintain a fully trained staff throughout the life of the task order. The Contractor shall provide a description of how to: organize the team, maintain team continuity and stability, manage individual and team performance, and how and when the team will be staffed (e.g., phase-in plan with key dates allowing work to begin as soon as practicable, team member transition during the project). The Contractor shall detail the skillset of the team, major roles and responsibilities, and identify any proposed key personnel (Resumes required).

7.3. Skills Required to Support This Task Order

The Contractor shall be knowledgeable with the CICM CORE Products and SailPoint Identity IQ:

- Jenkins
- SonarQube
  - *MySql*
- Nexus Community
- Nexus Pro
- Apache Subversion
- SCM Manager
- Git
- CloudBees Enterprise
  - *HAProxy*
  - *Jenkins Operations Center*
- SailPoint Identity IQ
- SailPoint Lifecycle Manager

8. SPECIAL REQUIREMENTS

8.1 Knowledge Transfer

8.1.1 As the USPTO prepares to complete a project with the assistance of a Contractor, it desires to preserve the knowledge that the Contractor has amassed over the duration of the project. This may be in addition to the requirements for the documentation required under the System Development Life Cycle (SDLC).

8.1.2 The Government plans for a two to four week Contractor transition-out phase, during which the Contractor shall provide the minimum staff to perform necessary transition at the task order level.

8.2 Administrative Requirements

8.2.1 The Contractor shall attend a Kick-Off Meeting with the CO and COR no later than five (5) business days after contract and each TO(s) date of award. The CO will schedule the contract level kick-off. The task level kick-off(s) will be scheduled by the COR with the Task Order Manager (TOM) in attendance as well.

8.2.2 Upon request and by the direction of the TOM, the Contractor shall provide meeting agendas and meeting preparation material no later than two (2) hours prior to a scheduled meeting. The contractor shall capture meeting minutes and action items during the meeting; and within one (1) business day distribute the minutes and action item list to the meeting attendees (or appropriate distribution list as agreed to and directed by the TOM).

8.2.3 The Contractor shall be available to meet with the TOM and COR upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. For meetings, USPTO will provide at least two hours advanced notice; however, this timeline may be shorter in the event of an emergency.

8.2.4 The Contractor shall not be provided with the access permission to the current CICD solution, i.e., Canary. Only government employees shall have access permission to Canary. The contractor shall not attempt to modify nor alter the Canary tool. The contractor shall then make the migration to the new CICD pipelines an utmost priority so that the contractor can have full access to the new CICD pipeline

9. SOW ATTACHMENTS

Attachment 1 The Physical Configuration Audit Policy

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER	
289P2052416	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
DOC50PAPT1600026	12/16/2019	1333BJ20F00280020		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No collect calls*)	8. OFFER DUE DATE / LOCAL TIME
		571-272-6014	

9. ISSUED BY	CODE	1333BJ
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE. 7th Floor ALEXANDRIA, VA 22313-1450		

10. THE ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR

- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8(A)

NAICS: 541512

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13b. RATING
[ ] SEE SCHEDULE	0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %	[ ] 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS 14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE

17a. CONTRACTOR/ OFFEROR	CODE	CGIFEDERAL	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE	1333BJ
CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145069783 Telephone No.				OFFICE OF FINANCE Dir, US Patent & Trademark Ofc PO Box 1450 Mail Stop 17 Alexandria, VA 22313		

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)
2020-A-00-289111-SSFP00-S364-NONCOMP-2570-4937-599999-283200-2020	[redacted]

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[✓] 29. AWARD OF CONTRACT: REF. HQ0 20-0072 OFFER DATED 10/25/19. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)
	Hope Smith

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)	31c. DATE SIGNED
		Hope Smith	11/26/19

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Table of Contents

Section	Description	Page Number
1	Continuation Sheet	4
2	Contract Clauses	4
	52.217-9 Option to Extend the Term of the Contract (Mar 2000)	4
	52.217-8 Option to Extend Services (Nov 1999)	5
	52.232-22 Limitation of Funds (Apr 1984)	5
	PTO-03 USPTO Invoices	6

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for Exploring Search Technologies Phase 2 Support. The total task order base and option 1 ceiling price is [redacted].

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Base Period Labor	1.000000	EA	[redacted]	[redacted]
	Period of Performance: 12/16/2019 - 12/15/2020				
	Description: Exploring Search Technologies Phase Services - SDI NG Bridge Incremental Funding until 02/15/2020. The remaining funds [redacted] are being added to CLIN 0001 when available. The total value of CLIN 0001 is [redacted].				
	Requisition Number: 289P2052418 - 0001				
	Additional Funding: 1. (2020 - A - 289111 - SSFP00 - S364 - S99999 - NONCOMP - 2570 - - - 4937 - - 283200): [redacted]				
0002	Base Period Labor	1.000000	EA	[redacted]	[redacted]
	Period of Performance: 12/16/2019 - 04/30/2020				
	Description: Exploring Search Technologies Phase 2 Services - SDI NG Bridge Incremental Funding until 02/15/2020. The remaining funds [redacted] are being added to CLIN 0002 when available. The total value of CLIN 0002 is [redacted]				
	Requisition Number: 289P2052418 - 0001				
	Additional Funding: 2. (2020 - A - 289111 - SSFP00 - S364 - S99999 - NONCOMP - 2570 - - - 5104 - - 283200) [redacted]				
0003	Option Year One	1.000000	EA	[redacted]	[redacted]
	Period of Performance: 12/16/2020 - 12/15/2021				
	Description: Exploring Search Technologies Phase 2 Services				
	Requisition Number: 289P2052418 - 0001				
	Pricing Options: Unexercised Option				

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal.miskell@uspto.gov Vendor: Kristel Bennett; Kristel.bennett@cgifederal.com.com

Accounting and Appropriations Data:

Accounting and Funding Total:
[redacted]

Section 2 - Contract Clauses

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Days days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 Years (months)(years).

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

52.232-22 Limitation of Funds (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of--

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)
PTO-03 USPTO Invoices

INVOICING AND PAYMENT INSTRUCTIONS

a) The Contractor shall submit invoices for services rendered and deliverables furnished, and shall submit separate invoices for each contract, task order, delivery order, etc. The Contractor shall submit the original invoice to the Office of Finance, along with a copy of the invoice to each of the addresses below. Submission via email is preferred.

	By mail:	**By email:**
Original	U.S. Patent and Trademark Office Office of Finance Mail Stop 17 P.O. Box 1450 Alexandria, VA 22313-1450	OfficeofFinance@uspto.gov
Copy 1 - COR	U.S. Patent and Trademark Office *Vendor Management Division* *Neal Miskell, COR* *600 Dulany Street,* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*neal.miskell(@*uspto.gov
Copy 2 – OP [include as needed]	*U.S. Patent and Trademark Office* *Office of Procurement* *Dennis Jolliffe, Contract Specialist* *MDE RM 07XXX* *Mail Stop 6* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*dennis.jolliffe@uspto.gov*

In addition to original invoices, all revised or subsequent invoices, or invoice correspondence, shall also be addressed to the parties

above.

b) To constitute a proper invoice, the Contractor's invoice shall include:

1) Name and address of the business concern
2) Contractor DUNS number (or DUNS+4)
3) Invoice date and invoice number
4) Contract number (including order number and contract line item number (CLIN))
5) Task Order (or BPA Call) Number and Title (as applicable)
6) Taxpayer Identification Number (TIN) (if required)
7) Period covered by the invoice
8) Terms of any applicable discount(s)
9) Shipping number and date of shipment (if applicable)
10) Bill of lading number and weight of shipment (if applicable)
11) Name, title, address, and phone number of the official to whom payment is to be sent
12) Name, title, address, and phone number of person to notify in the event of a defective invoice
13) Description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered, including:

a. Total task order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, and hourly rates, should be listed and broken down separately for the total contract prior to the current invoice.

b. Total Current Period: all labor (individually listed) categories, hours being billed, and hourly rates, should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if more than one site.

c. Total Contract Costs To-Date: all labor categories (individually listed), hours being billed, and hourly rates should be listed and broken down separately for the total contract through the current invoice.

14) For OCIO contracts, identify all applicable Project/Program/Activity (PPA) codes.

c) **The Contractor shall clearly mark its final invoice for payment as "Final Invoice for Payment."** A final invoice represents the amount remaining to be paid by the USPTO to the Contractor for services rendered, which, once paid, will represent the final total cumulative value of the contract. In addition to the parties identified in paragraph (a), the Contractor shall provide a copy of the final invoice to the Contracting Officer identified in the contract.

d) The Government may reject any invoice that contains billing errors, improperly billed costs, or otherwise fails to comply with any invoice or other contractual requirement. If deliverables or services are rejected for failure to conform to contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the acceptance of replacement deliverables or services.

e) Costs being billed for individual task orders, delivery orders, etc. shall be invoiced separately; billing for more than one task order, delivery order, etc. per invoice is not allowed.

INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for services rendered and deliverables furnished during the previous month, or otherwise as agreed upon.

ELECTRONIC PAYMENT INFORMATION

a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (Jul. 2013), shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

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

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

These terms and conditions incorporate new System for Awards Management (SAM) requirements.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
DOC50PAPT1600026	

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P20001	02/16/2020	289P2052418	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St..MDE. 7th Floor ALEXANDRIA. VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ20F00280020
	X	10B. DATED (SEE ITEM 11) 12/16/2019
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning . . . . . copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2020-A-00-289111-SSFP00-S364-NONCOMP-2570-4937-S99999-283200-2020

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-18 Availability of Funds

E. IMPORTANT: CONTRACTOR ☒ is not. ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide funding in the amount of [redacted] to fully fund this Task Order till 12/15/2020. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Hope Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		By Users, Smith, Hope Digitally signed by Users, Smith, Hope Date: 2020.01.27 16:15:21 -05'00' (Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Table of Contents

Section	Description	Page Number
1	Continuation Sheet.....	

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for Exploring Search Technologies Phase 2 Support. The total task order base and option 1 ceiling price is [redacted]

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	EA	Original: [redacted] Change: [redacted] Current: [redacted]	Original: [redacted] Change: [redacted] Current: [redacted]
	Period of Performance: 12/16/2019 - 12/15/2020				
	Description: Exploring Search Technologies Phase Services - SDI NG Bridge Fully Funding until 12/15/2020. The total value of CLIN 0001 is [redacted]				
	Requisition Number: 289P2052418 - 0001				
	Additional Funding: 1. (2020 - A - 289111 - SSFP00 - S364 - S99999 - NONCOMP - 2570 - - - 4937 - - 283200) Original Total: [redacted] Change Total: Current Total:				
0002	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	EA	Original: [redacted] Change: [redacted] Current: [redacted]	Original: [redacted] Change: [redacted] Current: [redacted]
	Period of Performance: 12/16/2019 - 04/30/2020				
	Description: Exploring Search Technologies Phase 2 Services - SDI NG Bridge Fully Funding until 04/30/2020. The total value of CLIN 0002 is [redacted].				
	Requisition Number: 289P2052418 - 0001				
	Additional Funding: 2. (2020 - A - 289111 - SSFP00 - S364 - S99999 - NONCOMP - 2570 - - - 5104 - - 283200) Original Total: [redacted] Change Total: Current Total:				

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal.miskell@uspto.gov Vendor: Kristel Bennett; Kristel.bennett@cgifederal.com.com

Accounting and Appropriations Data:

Accounting and Funding Total:
Original: [redacted]

Change:	[redacted]
Current:	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
DOC50PAPT1600026

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P20002	04/30/2020	See Lines	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St..MDE. 7th Floor ALEXANDRIA. VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ20F00280020
	X	10B. DATED (SEE ITEM 11) 12/16/2019
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning . . . . . copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2020-A-00-289111-SSFP00-S364-NONCOMP-2570-4937-S99999-283200-2020

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) - Changes

E. IMPORTANT: CONTRACTOR ☐ is not. ☒ is required to sign this document and return __1__ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add funding to CLIN0004 in the amount of [redacted] to extend Base Period CLIN0002 from 4/30/2020 to 12/15/2020. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Amit Khare, VP Consulting Services	Claire Rotruck

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	3/24/2020	By Users, Rotruck, Claire Digitally signed by Users, Rotruck, Claire Date: 2020.03.24 12:09:49 -05'00' (Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Table of Contents

Section	Description	Page Number
1	Continuation Sheet	
2	Contract Clauses	4
	52.217-9 Option to Extend the Term of the Contract (Mar 2000)	4
	52.217-8 Option to Extend Services (Nov 1999)	5
	52.232-22 Limitation of Funds (Apr 1984)	5
	PTO-03 USPTO Invoices	6
3	Documents, Exhibits, or Attachments	

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for Exploring Search Technologies Phase 2 Support. The total task order base and option 1 ceiling price is [redacted]

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	EA	Original: [redacted] Change: $0.0000 Current: [redacted]	Original: [redacted] Change: $0.00 Current: [redacted]
	Period of Performance: 12/16/2019 - 12/15/2020				
	Description: Exploring Search Technologies Phase Services - SDI NG Bridge Fully Funding until 12/15/2020. The total value of CLIN 0001 is [redacted]				
	Requisition Number: 289P2052418 - 0001				
	Additional Funding: 1. (2020 - A - 289111 - SSFP00 - S364 - S99999 - NONCOMP - 2570 - - - 4937 - - 283200) Original Total: [redacted] Change Total: Current Total:				
0002	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	EA	Original: [redacted] Change: $0.0000 Current: [redacted]	Original: [redacted] Change: $0.00 Current: [redacted]
	Period of Performance: 12/16/2019 - 12/15/2020				
	Description: Exploring Search Technologies Phase 2 Services - SDI NG Bridge Fully Funding until 04/30/2020. The total value of CLIN 0002 is [redacted].				
	Requisition Number: 289P2052418 - 0001				
	Additional Funding: 2. (2020 - A - 289111 - SSFP00 - S364 - S99999 - NONCOMP - 2570 - - - 5104 - - 283200) Original Total: [redacted] Change Total: $0.00 Current Total: [redacted]				
0003	Option Year One	Original: 1.000000	EA	Original: [redacted] Change: $0.0000	Original: [redacted] Change: $0.00

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Change: 0.000000 Current: 1.000000		Current: [redacted]	Current: [redacted]
	Period of Performance: 12/16/2020 - 12/15/2021				
	Description: Exploring Search Technologies Phase 2 Services				
	Requisition Number: 289P2052418 - 0001				
	Pricing Options: Unexercised Option				
0004	EST Mod to Add Funds to Support the AI Prototype EPMS ID#: 102001 FPOP/POP: DOA - 12/15/2020	Original: 0.000000 Change: 1.000000 Current: 1.000000	EA	Original: $0.0000 Change: [redacted] Current: [redacted]	Original: $0.00 Change: [redacted] Current: [redacted]
	Period of Performance: 04/30/2020 - 12/15/2020				
	Description: Exploring Search Technologies Phase 2 Services - SDI NG Bridge Extended CLIN 0002 Funding until 12/15/2020. The total value of CLIN 0004 is [redacted].				
	Requisition Number: 289P2050595 - 0001				
	Additional Funding: 1. (2020 - A - 289111 - SSFP00 - S364 - S99999 - NONCOMP - 3155 - - - 5278 - - 283200) Original Total: $0.00 Change Total: [redacted] Current Total: [redacted]				

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal.miskell@uspto.gov Vendor: Erin L. Harrison ; erin.harrison@cgifederal.com.com

Accounting and Appropriations Data:

Accounting and Funding Total:
Original: [redacted]
Change: [redacted]
Current: [redacted]

Section 2 - Contract Clauses

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Days days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 Years (months) (years).

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

52.232-22 Limitation of Funds (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of--

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated

cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)
PTO-03 USPTO Invoices

INVOICING AND PAYMENT INSTRUCTIONS

a) The Contractor shall submit invoices for services rendered and deliverables furnished, and shall submit separate invoices for each contract, task order, delivery order, etc. The Contractor shall submit the original invoice to the Office of Finance, along with a copy of the invoice to each of the addresses below. Submission via email is preferred.

	By mail:	**By email:**
Original	U.S. Patent and Trademark Office Office of Finance Mail Stop 17 P.O. Box 1450 Alexandria, VA 22313-1450	OfficeofFinance@uspto.gov
Copy 1 - COR	U.S. Patent and Trademark Office *Vendor Management Division* *Neal Miskell, COR* *600 Dulany Street,* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*neal.miskell*@uspto.gov
Copy 2 – OP [include as needed]	*U.S. Patent and Trademark Office* *Office of Procurement* *Dennis Jolliffe, Contract Specialist* *MDE RM 07XXX* *Mail Stop 6* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*dennis.jolliffe@uspto.gov*

In addition to original invoices, all revised or subsequent invoices, or invoice correspondence, shall also be addressed to the parties above.

b) To constitute a proper invoice, the Contractor's invoice shall include:

1) Name and address of the business concern
2) Contractor DUNS number (or DUNS+4)
3) Invoice date and invoice number
4) Contract number (including order number and contract line item number (CLIN))
5) Task Order (or BPA Call) Number and Title (as applicable)
6) Taxpayer Identification Number (TIN) (if required)
7) Period covered by the invoice
8) Terms of any applicable discount(s)
9) Shipping number and date of shipment (if applicable)
10) Bill of lading number and weight of shipment (if applicable)
11) Name, title, address, and phone number of the official to whom payment is to be sent
12) Name, title, address, and phone number of person to notify in the event of a defective invoice
13) Description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered, including:

a. Total task order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, and hourly rates, should be listed and broken down separately for the total contract prior to the current invoice.

b. Total Current Period: all labor (individually listed) categories, hours being billed, and hourly rates, should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if more than one site.

c. Total Contract Costs To-Date: all labor categories (individually listed), hours being billed, and hourly rates should be listed and broken down separately for the total contract through the current invoice.

14) For OCIO contracts, identify all applicable Project/Program/Activity (PPA) codes.

c) The Contractor shall clearly mark its final invoice for payment as "Final Invoice for Payment." A final invoice represents the amount remaining to be paid by the USPTO to the Contractor for services rendered, which, once paid, will represent the final total cumulative value of the contract. In addition to the parties identified in paragraph (a), the Contractor shall provide a copy of the final invoice to the Contracting Officer identified in the contract.

d) The Government may reject any invoice that contains billing errors, improperly billed costs, or otherwise fails to comply with any invoice or other contractual requirement. If deliverables or services are rejected for failure to conform to contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the acceptance of replacement deliverables or services.

e) Costs being billed for individual task orders, delivery orders, etc. shall be invoiced separately; billing for more than one task order, delivery order, etc. per invoice is not allowed.

INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for services rendered and deliverables furnished during the previous month, or otherwise as agreed upon.

ELECTRONIC PAYMENT INFORMATION

a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (Jul. 2013), shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

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

Alexandria, VA 22313-1450

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

These terms and conditions incorporate new System for Awards Management (SAM) requirements.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

Identifier	Title	Date	Number of Pages
1	print T49/1333BJ20F00280020 2020-01-28 18:45:18.94 796413140	01/28/2020	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DOC50PAPT1600026	

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P20004	See block 16C	289P1950930	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE. 7th Floor ALEXANDRIA, VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ18F00280071
	X	10B. DATED (SEE ITEM 11) 05/02/2018

CODE CGIFEDERAL	FACILITY CODE *

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.212-4(c) Changes

E. IMPORTANT: CONTRACTOR ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.

The purposes of this modification are:
1. to extend period of performance (POP) from 5/2/2019 - 3/31/2020 to 5/2/2019 - 4/10/2020 at no additional cost to the government.
2. to incorporate revised Statement of Work (SOW)

Total value of this order remains unchanged at $[redacted]X

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Amit Kharc V.P. Consulting Services	Victor Martinez

15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature)	Feb. 13, 2020	By Victor A. Martinez (Signature of Contracting Officer)	Feb 14 2020

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Section B - Supplies or Services and Prices/Costs

This is a labor hour task order issued under the SDI-NG Contract. The total value of task order is (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Develop OEMS NG Option Period One (1) Period of Performance 5/2/2019 - 4/10/2020	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: Change: $0.00 Current:
	Period of Performance: 05/02/2019 - 04/10/2020				
	Description: The total value of option period one (1) is (b)(4) and CLIN 0005 supplements the additional funding of (b)(4)				
	Requisition Number: 289P1950930 - 0001				
	Pricing Options: Exercised Option				

PROCUREMENT: Rusabh Shah rusabh.shah@uspto.gov COR Neal Miskell Neal.Miskell@uspto.gov VENDOR: Erin L. Harrison Erin.Harrison@cgifederal.com

Accounting and Appropriations Data:

Accounting and Funding Total:

(b)(4)

AGILE STATEMENT OF WORK
FY18: Develop Order Entry Management System Next Generation (OEMS NG) Storefront
(Project ID: 100582)
FY19: Integration of Certified Copy Center (CCC) Interfaces Phase 1
(Project ID: 101117)

SOW Revision Table			
Revision	**Date**	**Sections Impacted**	**Notes**
NOTE			All deletions are identified with red ~~strikethrough~~ formatting; all insertions are identified with blue underlined font formatting.
0001	9/29/2017	2.7/2.8, page 2 9.6 , page 6 9.7 , pages 6-7 10.1, page 7 10.5, page 7 11, page 8	This amendment is to add UX/UI support in the scope, deliverables and key personnel as well as provide clarification to 9.6, Oracle Database Developer.
0002	7/10/2018	2.3, page 2 9.2, page 5 0.1, page 7	This amendment is to 1) add integration with legacy PAIRs in the scope 2) update 508 experience as a required skill set for Senior Frontend UI developer. 3) Change Key Personnel, Senior Front End Developer to 2, and Senior Java Developer to 3
0003	11/23/2018	Header, page 1 2.14, page 3 6.2, page 4 10, pages 7,8	This amendment is to: 1) Identify that Option Period 1 will support the FY19 project. 2) Add the TMNG CMS, Assignment Search, and Assignment Historical Database to the SOW scope. 3)Extends the Option Period 1 period of performance from 9/30/2019 to 3/31/2020 4) Clarifies the labor categories for Option Period 1 in section 10
0004	4/8/2019	Page 11	Provide clarification on assusmptions. The assumptions are valid for FY19 as well.
0005	6/17/2019	Section 10.1	This amendment is to increase the level of effort for the Senior User Experience Designer from 1.0 FTE to 1.5 FTE from 8/1/2019 – 3/31/2020
0006	1/23/2020	6.2, 6.3, 10.1	Updated the period performance end date to reflect 4/10/2020

1. Background

The United States Patent and Trademark Office's (USPTO) Order Entry Management System (OEMS) is an enterprise system that manages the sale of certified and un-certified copies of Patent and Trademark documents to the world-wide customer. OEMS accepts, manages, processes, delivers and tracks customer orders and provides orders status to the world-wide customers. OEMS assists in

performing a critical part of the information dissemination mission for the USPTO. It helps to provide revenue through efficient automation of several tasks involved in order management and administration through gathering, processing, and reporting statistics. OEMS is heavily driven by internally defined workflows to fulfill all customer orders that are delivered via different methods like hard paper copy, CDROM and digital download. OEMS interfaces with other COTS based products like the Ricoh RPD and Rimage CD producing sub-systems to produce hardcopy and CD-ROM outputs.

2. Scope of Work

This Time and Materials (T&M) Task Order is to procure development support for an integrated Government/Contractor project team to develop a customized next generation scalable, robust, reliable, flexible and resilient application that will manage the sale of certified copies of Patent and Trademark documents to customers. This application will replace the legacy OEMS system with the latest web design technologies and frameworks to improve and enhance the current business through electronic commerce, and add new capabilities to achieve the future electronic workplace allowing flexible customer interaction.

The scope of work for the integrated project team contains the following high level items:

2.1. Development of OEMS NG Storefront for external web customers.
Develop a light weight, responsive web design, online catalog and ordering system that allows users to order certified patent and trademark documents and track order status and history. The web page will also hold static help menus, tables of product pricing, shopping cart and other useful information for customer. The webpage may also have links to other USPTO systems and will have capability to upload documents from website as needed.

2.2. Development of OEMS NG Order entry and management capability for USPTO Internal users.
Develop role based access to the system for internal users to key in orders on customer behalf, update order status, cancel or complete an order, maintain product catalog and pricing, view list of completed and pending orders using different search options, assign orders for processing and other admin activities as needed and elaborated by USPTO managers.

2.3. Integration with existing USPTO systems, for example: Single Sign On, Financial transactions and other functions as identified by USPTO managers.
Integrate with existing USPTO systems like MyUSPTO to create the base integration with Role Based Access Control (RBAC) / MyUSPTO and Fees Processing Next Generation (FPNG), Patent Center, legacy Private and Public PAIRs, and other future integration candidates as identified. Provide business benefits, lessons learned and justification to have other business customers and technical partners realize the value of the solution and be able to integrate quickly and reliably.

2.4. Migration of data from legacy system to new system.
Extract, Transform and Load OEMS data from existing Oracle database to the new OEMS NG database to maintain the order history, order tracking and other critical functions in the OEMS NG system.

2.5. Migration of users from legacy system to new system.
Extract, Transform and Load existing OEMS users to the OEMS NG platform ideally without having users to make changes to their existing accounts.

2.6. Establishment of a data sync connection from OEMS NG to existing work flow system.
Establish a data sync connection from OEMS NG to legacy OEMS system to keep the existing work flow running in the legacy system. All the new orders entered in the OEMS NG system will get moved down to legacy OEMS system for fulfilment and the current order status will be reflected in the new NG system.

2.7. In accordance with SDI-NG bridge contract section C.9.8, User Experience Design, a user interface (UI) that provides a consistent end user experience similar to USPTO, Portfolio, and Project standards.

2.8. A UI that is efficient, effective, easy to learn, and easy to use per International Standard (ISO9241-210).

2.9. Preparations of technical and training documents of OEMS NG system.
Prepare technical and business related documents per the SDLC Process as needed such as Technical Design Documents, Use Cases, Flow Diagrams, Class Diagrams, Power Point Presentations etc.

2.10. The core elements anticipated for this project are: requirements and analysis, software design, development, implementation and integration, development testing (UAT, FQT, PVT), configuration management (CM), production support, and software operations and maintenance transition. The software design, development, implementation, integration services will provide for integration of required changes with current software applications, database applications, and other solutions. Integration may include technical components, organizational components, and documentation.

2.11. The Contractor shall provide the necessary skilled staff to analyze, design, develop, test, deploy, and enhance USPTO systems as specified above. The services required include life cycle development (anticipated in DevOps environment); i.e., system design and analysis, programming, testing, integration, training related to the products delivered, implementation, project-specific system engineering, information/software engineering, and quality assurance and control of the services.

2.12. The Contractor shall comply with all the policies and procedures announced by the USPTO Office of Chief Information Officer including (but not limited to) DevOps processes, testing, cyber security, quality, systems performance, 508 compliance, etc.

2.13. The Contractor shall comply with competing requirements and changes in priorities as identified by USPTO Technical Leads and Managers during the Agile Product Development.

For Option Period 1, additional -scope for this SOW will also include:

2.14. Integrations with Trademark Systems (Trademark Next-Generation (TMNG) Content Management System (CMS),TRAM, or others).

2.15. Integrations with Assignment Systems (Assignment Search (AS), Assignments Historical Database (AHD) Development, or others.)

2.16. Development of workflow engine for order processing. Continue document search and validation automation.

3. Technical Requirements

The Contractor shall perform the following in accordance with the Bridge Contract:

3.2 Section C.9.4 Architecture and Design
3.3 Section C.9.5 Coding
3.4 Section C.9.6 Unit, Integration, Performance, Security, and Regression Testing
3.5 Section C.9.7 Configuration and Release Management
3.6 Section C.9.8 User Experience Design
3.7 Section C.9.9 Defect Triage
3.8 Deployment
- 3.8.1 The Contractor shall follow USPTO's Systems Development Life Cycle (SDLC) and Software Engineering standards and provide all SDLC artifacts as required two (2) weeks prior to system deployments.
- 3.8.2 The Contractor shall implement all requirements described in this document by supporting the building and deployment of software code during each Release.
- 3.8.3 The Contractor shall provide a list of lessons learned after each Sprint and Release.

3.9 Section C.9.10 Production Support

4. System Requirements

4.1. The system must be fully operational under the new Linux/JBoss environment.

5. Technical Approach for all Life Cycle Support Work

5.1. The USPTO standards for documentation required for this task are defined in the OCIO SDLC. The artifacts, points of contact (POCs), and templates for SDLC can be found at USPTO SDLC Website

5.2. The Contractor shall follow an Agile development process using anticipated sprint cycles of **three (3) weeks** long. At the predetermined point in each sprint, the Contractor shall deliver working code to the designated System Integration Testing (SIT) environment.

5.3. The number of anticipated Releases are approximately **three (3)**

5.4. The Contractor **shall not** provide the scrum master.

5.5. The Contractor shall maintain and update USPTO's Agile Central/Rally software daily.

5.6. The Contractor shall provide sprint review at the end of each sprint and release notes no later than two (2) days after the end of each sprint.

5.6.1. Sprint Planning
5.6.2.Sprint Execution
5.6.2.1. Ongoing Critical Partner Activities.
5.6.2.2. Daily Scrum Call Standup.
5.6.2.3. Sprint Review including Team Demonstration.
5.6.3.Sprint Closing and Retrospective
5.6.4.Inspect and Adapt Workshop

6. Period of Performance

6.1. The base period of performance for this task order is 5/02/2018 through 5/01/2019.
6.2. The optional base period of performance of this task order is 5/2/2019 through ~~3/31/2020~~4/10/2020
6.3. The overall period of performance shall be:

Base Period	5/02/2018 – 5/01/2019
Option Period 1	5/02/2019 – ~~3/31/2020~~4/10/2020

7. Place of Performance

7.1. The primary place of performance is expected to be offsite at the Contractor's facility; however, the Government may designate some tasks to be performed at the USPTO facility in Alexandria, Virginia. When requested, Contractor staff shall be available for onsite meetings with USPTO staff, or via teleconference, when approved by the TOM. The vendor will be given no less than 24 hours notice prior to the necessary meeting.

8. Hours of Operation

8.1. Hours of Operation for this task order follow SDI NG Bridge Contract Section C.2.1.

9. Skills Required to Perform this Task

9.1. The Contractor shall provide staff with following skills:

9.1.1. Agile development methodologies
9.1.2. Agile Central (RALLY)
9.1.3. Strong facilitation and cross-functional team facilitation skills
9.1.4. Strong written and oral communication skills
9.1.5. Working knowledge of Microsoft Project Server 2010 (MS Project Professional 2010, SharePoint 2010)
9.1.6. Working knowledge of Microsoft Office 2010 (Excel, Word, PowerPoint)
9.1.7. Working knowledge developing for major web browsers including Internet Explorer, Firefox, Chrome and Safari and supporting at least each of the two previous versions

9.2. Front End UI Layer – Senior Level Skills

The following skills are required:

9.2.1. Ten (10) + years of experience developing user interfaces using HTML, CSS, JavaScript.
9.2.2. Ten (10) + years of web application experience
9.2.3. Three (3) + years of experience interfacing with Web Services, including one (1) + year in RESTful
9.2.4. Five (5) + years of experience developing with web application frameworks, such as Spring.
9.2.5. Five (5) + years of experience developing with JQuery, AngularJS, Bootstrap, XML, DHTML, or Ajax, including two (2) + year in AngularJS
9.2.6. Experience working with front-end tools and libraries such as LESS, SASS, Grount, Bower, Node etc.
9.2.7. Three (3) + years of strong Experience with complying with federal standards including Section 508 compliance and accessibility best practice

The following skills are desired:

9.2.8. Experience working with Maven and Subversion
9.2.9. Experience with code deployment in development, testing and production environments

9.2.10. Experience with complying with federal standards including Section 508compliance and accessibility best practices

9.2.11. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.3. Front End UI Layer – Mid Level Skills

The following skills are required:

9.3.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.3.2.Five (5) + years of web application development experience

9.3.3.Three (3) + years of working with web application frameworks such as Spring

9.3.4.Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.3.5. Experience working with Maven, and Subversion

9.3.6. Experience with code deployment in development, testing and production environments.

9.3.7. Experience with complying with federal standards including Section 508compliance and accessibility best practices

9.3.8. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.4. Middle Tier Java Developer – Senior Level Skills

The following skills are required:

9.4.1. Ten (10) + years of web application development experience

9.4.2.Ten (10) + years of experience working Java, J2EE

9.4.3.Five (5) + years of experience working with ORM tools such as Hibernate, MyBatis

9.4.4.Six (6) + years of experience developing with design patterns

9.4.5. Six (6) + years of experience developing with Object Oriented Concepts

9.4.6. Five (5) + years of experience developing with web application frameworks including three (3) years in Spring

9.4.7. Six (6) + years of experience working with Oracle database, and SQL

9.4.8. Five (5) + years of experience working with WebServices and XML including two (2) + years with RESTful

9.4.9. Three (3) + years of experience working with Maven and Subversion

9.4.10. Three (3) + years of experience with unit testing using JUnit, Mockito or other testing frameworks

The following skills are desired:

9.4.11. Three (3) + years of experience with UNIX/Linux

9.4.12. Experience working with JBOSS

9.4.13. Experience with code deployment in development, testing and production environments

9.5. Middle Tier Java Developer – Mid Level Skills

The following skills are required:

9.5.1. Five (5) + years of web application development experience.

9.5.2.Five (5) + years of experience working with Java, J2EE.

9.5.3.Three (3) + years of experience and working knowledge of XML or JSON

9.5.4.Three (3) + years of experience developing with design patterns.

9.5.5. Three (3) + years of experience developing with Object Oriented Concepts.
9.5.6. Three (3) + years of experience working with ORM tools such as Hibernate, MyBatis
9.5.7. Three (3) + years of experience working with web application frameworks including two (2) + years in Spring.
9.5.8. Three (3) + years of experience developing with Oracle database and SQL
9.5.9. Three (3) + years of experience developing with WebServices including one (1) + years with RESTful.
9.5.10. Two (2) + years of experience working with Maven, Subversion.
9.5.11. Two (2) + years of experience with unit testing using JUnit, Mockito or other testing frameworks.

The following skills are desired:

9.5.12. Knowledge of and experience with UNIX/Linux
9.5.13. Experience with code deployment in development, testing and production environments.

9.6. Oracle Database Developer – Mid Level Skills

The following skills are required:

9.6.1. Five (5) + years of experience with Oracle PL/SQL development using tools such as Toad and SQL Developer
9.6.2. Five (5) + years of experience developing large scale systems using Oracle PL/SQL coding, data structure manipulation, design, and performance tuning in UNIX/Linux environment.
9.6.3. Five (5) + years of experience in Data Modeling, Data Migration and ETL processing using PL/SQL stored procedures, functions and triggers.
9.6.4. Extensive experience as Oracle Database Developer (creating stored procedures, packages, triggers, supporting application development teams) is required.
9.6.5. This skillset does not require NoSQL, Big Data or Hadoop experience, the ideal skillset would be a hands on PL/SQL experienced with ETL using Oracle RDBMS

The following skills are desired:

9.6.6. Experience working with Maven, and Subversion or other versioning tool is desired.
9.6.7. Experience with code deployment in development, testing and production environments is desired

9.7. User Experience Developer – Mid Level Skills

The following skills are required:

9.7.1. Comprehensive (3-5 years) knowledge and experience is required in the following areas:
9.7.1.1. Conducting and documenting user research activities in support of web development (e.g., facilitating and conducting focus groups, gathering and prioritizing business requirements, developing user stories, task lists, workflow diagrams, personas, scenarios, and detailed use cases)
9.7.1.2. Developing interactive designs
9.7.1.3. Developing and applying Enterprise Pattern Library/Style Guide for Enterprise solutions
9.7.1.4. Developing user-centered conceptual designs (via mockups, wireframes, etc.)
9.7.1.5. Evaluating designs (via heuristic evaluations) and designing and conducting usability tests
9.7.1.6. Wireframe/prototype design tools (i.e., Adobe (Photoshop, Illustrator or Fireworks)

or Axure/Balsamiq, etc.

9.7.2. Development experience is required in the following areas

9.7.2.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.7.2.2. Five (5) + years of web application development experience

9.7.2.3. Three (3) + years of working with web application frameworks such as Spring

9.7.2.4. Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.7.2.5. Experience working with Maven, and Subversion

9.7.2.6. Experience with code deployment in development, testing and production environments

10. Staffing

10.1. The Contractor shall provide resumes for all Key Personnel. The Contractor shall submit Key Personnel resumes to the CO who will coordinate review and approval with the USPTO COR and TOM. The absence of Key Personnel shall not be a point of failure. The Contractor is responsible for providing alternate(s) during any absences of Key Personnel.

For Option Period 1, Key Personnel to support this effort are:

Solution Architect (1 FTE)
Principal Software Engineer (1 FTE)
Senior Systems Engineer (3 FTE)
Senior User Experience Designer (1 FTE) Increasing the level of effort from 1 FTE to a total of 1.5 FTE from 8/1/2019 ~~– 3/31/2019~~ 4/10/2020 to support production deployments

Other Personnel to support this effort are:

Senior Software Engineer (2 FTE)
Project Manager (0.25 FTE)
Functional Analyst (1 FTE)

10.2. The Contractor shall staff qualified personnel to provide the full scope of expertise and capabilities required to perform this task order.

10.3. The Contractor shall create and maintain a staffing plan to include an organizational chart. The staffing plan will include at a minimum the resource assignments identifying the role, labor category, percent of time dedicated to the task order, and estimated on-board date. If remote, the staffing plan will list the anticipated travel days to USPTO throughout the life of the task order. The staffing plan will be submitted with the proposal and updated monthly.

10.4. The Contractor shall create and maintain a USPTO Access List. The USPTO Access List will include at a minimum Contractor Name, Role, Badge Request, Email and PTONet Request, Rally Request, EPMS Request, CICM and SVN Account Request, Email Distribution Request, Other System Request (List Systems), and Anticipated State Date. This USPTO Access List will assist in ensuring the Contractors have timely access to systems required to complete tasks within SOW, this also ensures that any replacement access is completed with the USPTO Rules of the Road Guidelines.

10.5. In the event that the contractor does not demonstrate the necesessary level of skills required, or when the developers progress is lower than standard levels for the team, and is disrupting the team's overall progress, the USPTO reserves the right to request prompt resolution from

the contractor.

11. Deliverables

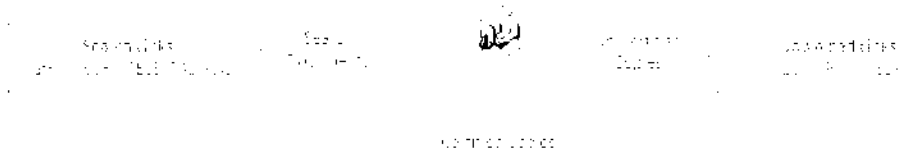
Item Number	Product/Event[1]	Delivery Date(s)[2]
1	Kick-Off Meeting scheduled by the Government	No Later Than (NLT) five (5) business days after award.
2	Project Plan	NLT five (5) business days after the Kick-Off Meeting
3	Weekly and Monthly Status Reports	Weekly: First business day of the week Monthly: First business day of the month
4	Meeting Agenda, Meeting Minutes and Action Items	Agenda: NLT one (1) business day prior to the meeting Minutes and Action Items: NLT one (1) business day after the meeting
5	Staffing Plan	Draft: As part of technical proposal Updated monthly thereafter
6	USPTO Access List	Initial: 3 business days after award Updated monthly thereafter
7	Feature Delivery Report	At the end of each sprint
8	Technical Testable Requirements	Beginning of each sprint
9	Feature Delivery Timeline	Draft: As part of the technical proposal Final: Within thirty (30) days of award
10	System Design Document (SDD)	Updated at the end of each sprint, prior to the next sprint
11	Technical Design Document (TDD)	Updated at the end of each sprint, prior to the next sprint
12	System Flow Diagram (SFD)	Updated at the end of each sprint, prior to the next sprint
13	Dynamic Operational Support Plan (DOSP)	Updated at the end of each sprint, prior to the next sprint
14	Source Code and Executable Files	At the end of each sprint, prior to the next sprint
15	Internal Code Review Report	At the end of each sprint, prior to the next sprint
16	Modified AIS Source Code and Change Documentation	At deployment for each AIS, and five (5) business days prior to the completion of the Task Order
17	Results from various elicitation methods	As Assigned
18	Scenarios, workflows, user descriptions and user experience requirements	As Assigned
19	HTML Mockups, Wireframes, Prototypes (UX)	~~As~~ Each Sprint as Assigned

[1] All deliverables shall be submitted electronically to the CO, TOM and the COR in a format that is compatible with Microsoft Office 2003 / Microsoft Project 2003 (or new versions) and are subject to government review and acceptance.
[2] If a delivery date falls on a federal holiday, it shall be due the following business day.

Item Number	Product/Event[1]	Delivery Date(s)[2]
20	Usability Test Plans (UX)	~~As assigned minimum of each release~~ Draft – one week before usability testing Final – one day before usability testing
~~21~~	~~Usability Testing~~	~~As assigned minimum of each release~~
21	Pattern Library Updates (UX)	Each deployment as changes are needed
22	Usability Test Reports	NLT five (5) business days after the completion of Usability Test
23	UI Technical Reviews (includes sprint reviews, demos, development handoffs, etc.) Project Design Briefing to UXD Standards Committee and Stakeholders	As Required
24	Stakeholder Sessions	As Required
25	Stakeholder Session Summary Report	NLT two (2) business days after the completion of Stakeholder Sessions
26	Make a pull request within GitHub with full documentation for any new patterns or components that should be added to the USPTO UI Design Library for Enterprise –wide use	As needed for portfolio new design reuse
~~27~~	~~SLA Report~~	~~At the end of each sprint~~
27	Performance Baseline	As agreed upon in the final approved Contractor's Project Plan
~~29~~	~~SLA Timeline~~	~~Draft: As part of the technical proposal~~ ~~Final: Within 30 (thirty) business days of award~~
28	Support for FQT, UAT, PVT, and PT	As agreed upon in the final approved Contractor's Project Plan
29	Functional and Integrated Test Plan and Test Results	Functional and Integrated Test Plan: On the last day of Sprint 1; and updated as determined by USPTO Test Results: At the end of each sprint, prior to the next sprint
30	Test Harness	At the end of each sprint, prior to the next sprint
31	Release Notes	At the end of each Release.
32	Sprint Demos	Last business day of each Sprint
33	Agile Artifacts	At the end of each day
34	Lesson Learned	NLT five (5) business days after each release
35	Risks and Issues	Updated at the end of each sprint, prior to the next sprint
36	Post Deployment Staffing Plan	Submitted as part of the Staffing Plan in the proposal
37	Closeout Report	NLT five (5) business days prior to the end of the period of performance

Item Number	Product/Event[1]	Delivery Date(s)[2]
38	User Manual	As agreed upon in the final approved Contractor's Project Plan
~~41~~	~~SLA for new functionality~~	~~As agreed upon in the final approved Contractor's Project Plan~~
39	Agile Central/Rally Backlog	At the end of each sprint, prior to the next sprint
40	Stable Test Bed Environments	As agreed upon in the final approved Contractor's Project Plan
41	Any other SDLC 4.1 artifacts as articulated in the project plan	Updated at the end of each sprint, prior to the next sprint
42	Delivery of 50% of Testable user stories for pre-acceptance and testing	Half way through the sprint
43	Phase-Out Support	NLT five (5) business days prior to the completion of the task order
~~447~~	Transition Plan	As part of the proposal according to SDI-NG Bridge section C.7.1
45	Letter of Completion	At Project Completion

12. System Diagram (Envisioned)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
DOC50PAPT1600026	

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P20005	See block 16C	See Lines	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE. 7th Floor ALEXANDRIA, VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ18F00280071
	X	10B. DATED (SEE ITEM 11) 05/02/2018

CODE CGIFEDERAL	FACILITY CODE *

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.212-4(c) Changes

E. IMPORTANT: CONTRACTOR ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purposes of this modification are:

1. to extend period of performance (POP) from 5/2/2019 - 4/10/2020 to 5/2/2019 - 4/15/2020 at no additional cost to the government.
2. to incorporate revised Statement of Work (SOW).

Total value of this order remains unchanged at (b)(4)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Victor Martinez	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		By (Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Section B - Supplies or Services and Prices/Costs

This is a labor hour task order issued under the SDI-NG Contract. The total value of task order is $(b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Inc. disc., tax, and fees)
0002	Develop OEMS NG Option Period One (1) Period of Performance 5/2/2019 - 4/15/2020	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: Change: $0.00 Current:
	Period of Performance: 05/02/2019 - 04/15/2020				
	Description: The total value of option period one (1) is (b)(4) and CLIN 0005 supplements the additional funding of (b)(4)				
	Requisition Number: 289P1950930 - 0001				
	Pricing Options: Exercised Option				
0005	Supplemental funding for option period one (1), CLIN 0002 POP: 5/2/2019 - 4/15/2020	Original: 1.000000 Change: 0.000000 Current: 1.000000	EA	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: (b)(4) Change: $0.00 Current (b)(4)
	Period of Performance: 05/02/2019 - 04/15/2020				
	Description: Supplemental funding for increased of level of efforts for Option Period One (1).				
	Requisition Number: 289P1952076 - 0001				
	Pricing Options: Exercised Option				

PROCUREMENT: Rusabh Shah rusabh.shah@uspto.gov COR Neal Miskell Neal.Miskell@uspto.gov VENDOR: Erin L. Harrison Erin.Harrison@cgifederal.com

Accounting and Appropriations Data:

Accounting and Funding Total:
Original: (b)(4)
Change:
Current:

AGILE STATEMENT OF WORK
FY18: Develop Order Entry Management System Next Generation (OEMS NG) Storefront
(Project ID: 100582)
FY19: Integration of Certified Copy Center (CCC) Interfaces Phase 1
(Project ID: 101117)

SOW Revision Table			
Revision	**Date**	**Sections Impacted**	**Notes**
NOTE			All deletions are identified with red ~~strikethrough~~ formatting; all insertions are identified with blue underlined font formatting.
0001	9/29/2017	2.7/2.8, page 2 9.6 , page 6 9.7 , pages 6-7 10.1, page 7 10.5, page 7 11, page 8	This amendment is to add UX/UI support in the scope, deliverables and key personnel as well as provide clarification to 9.6, Oracle Database Developer.
0002	7/10/2018	2.3, page 2 9.2, page 5 0.1, page 7	This amendment is to 1) add integration with legacy PAIRs in the scope 2) update 508 experience as a required skill set for Senior Frontend UI developer. 3) Change Key Personnel, Senior Front End Developer to 2, and Senior Java Developer to 3
0003	11/23/2018	Header, page 1 2.14, page 3 6.2, page 4 10, pages 7,8	This amendment is to: 1) Identify that Option Period 1 will support the FY19 project. 2) Add the TMNG CMS, Assignment Search, and Assignment Historical Database to the SOW scope. 3)Extends the Option Period 1 period of performance from 9/30/2019 to 3/31/2020 4) Clarifies the labor categories for Option Period 1 in section 10
0004	4/8/2019	Page 11	Provide clarification on assusmptions. The assumptions are valid for FY19 as well.
0005	6/17/2019	Section 10.1	This amendment is to increase the level of effort for the Senior User Experience Designer from 1.0 FTE to 1.5 FTE from 8/1/2019 – 3/31/2020
0006	1/23/2020	6.2, 6.3, 10.1	Updated the period performance end date to reflect 4/10/2020
0007	3/5/2020	6.2,6.3,10.1	Updated the period performance end date to reflect 4/15/2020

1. Background

The United States Patent and Trademark Office's (USPTO) Order Entry Management System (OEMS) is an enterprise system that manages the sale of certified and un-certified copies of Patent and

Trademark documents to the world-wide customer. OEMS accepts, manages, processes, delivers and tracks customer orders and provides orders status to the world-wide customers. OEMS assists in

performing a critical part of the information dissemination mission for the USPTO. It helps to provide revenue through efficient automation of several tasks involved in order management and administration through gathering, processing, and reporting statistics. OEMS is heavily driven by internally defined workflows to fulfill all customer orders that are delivered via different methods like hard paper copy, CDROM and digital download. OEMS interfaces with other COTS based products like the Ricoh RPD and Rimage CD producing sub-systems to produce hardcopy and CD-ROM outputs.

2. Scope of Work

This Time and Materials (T&M) Task Order is to procure development support for an integrated Government/Contractor project team to develop a customized next generation scalable, robust, reliable, flexible and resilient application that will manage the sale of certified copies of Patent and Trademark documents to customers. This application will replace the legacy OEMS system with the latest web design technologies and frameworks to improve and enhance the current business through electronic commerce, and add new capabilities to achieve the future electronic workplace allowing flexible customer interaction.

The scope of work for the integrated project team contains the following high level items:

2.1. Development of OEMS NG Storefront for external web customers.
Develop a light weight, responsive web design, online catalog and ordering system that allows users to order certified patent and trademark documents and track order status and history. The web page will also hold static help menus, tables of product pricing, shopping cart and other useful information for customer. The webpage may also have links to other USPTO systems and will have capability to upload documents from website as needed.

2.2. Development of OEMS NG Order entry and management capability for USPTO Internal users.
Develop role based access to the system for internal users to key in orders on customer behalf, update order status, cancel or complete an order, maintain product catalog and pricing, view list of completed and pending orders using different search options, assign orders for processing and other admin activities as needed and elaborated by USPTO managers.

2.3. Integration with existing USPTO systems, for example: Single Sign On, Financial transactions and other functions as identified by USPTO managers.
Integrate with existing USPTO systems like MyUSPTO to create the base integration with Role Based Access Control (RBAC) / MyUSPTO and Fees Processing Next Generation (FPNG), Patent Center, legacy Private and Public PAIRs, and other future integration candidates as identified. Provide business benefits, lessons learned and justification to have other business customers and technical partners realize the value of the solution and be able to integrate quickly and reliably.

2.4. Migration of data from legacy system to new system.
Extract, Transform and Load OEMS data from existing Oracle database to the new OEMS NG database to maintain the order history, order tracking and other critical functions in the OEMS NG system.

2.5. Migration of users from legacy system to new system.
Extract, Transform and Load existing OEMS users to the OEMS NG platform ideally without having users to make changes to their existing accounts.

2.6. Establishment of a data sync connection from OEMS NG to existing work flow system.
Establish a data sync connection from OEMS NG to legacy OEMS system to keep the existing work flow running in the legacy system. All the new orders entered in the OEMS NG system will get moved down to legacy OEMS system for fulfilment and the current order status will be reflected in the new NG system.

2.7. In accordance with SDI-NG bridge contract section C.9.8, User Experience Design, a user interface (UI) that provides a consistent end user experience similar to USPTO, Portfolio, and Project standards.

2.8. A UI that is efficient, effective, easy to learn, and easy to use per International Standard (ISO9241-210).

2.9. Preparations of technical and training documents of OEMS NG system.
Prepare technical and business related documents per the SDLC Process as needed such as Technical Design Documents, Use Cases, Flow Diagrams, Class Diagrams, Power Point Presentations etc.

2.10. The core elements anticipated for this project are: requirements and analysis, software design, development, implementation and integration, development testing (UAT, FQT, PVT), configuration management (CM), production support, and software operations and maintenance transition. The software design, development, implementation, integration services will provide for integration of required changes with current software applications, database applications, and other solutions. Integration may include technical components, organizational components, and documentation.

2.11. The Contractor shall provide the necessary skilled staff to analyze, design, develop, test, deploy, and enhance USPTO systems as specified above. The services required include life cycle development (anticipated in DevOps environment); i.e., system design and analysis, programming, testing, integration, training related to the products delivered, implementation, project-specific system engineering, information/software engineering, and quality assurance and control of the services.

2.12. The Contractor shall comply with all the policies and procedures announced by the USPTO Office of Chief Information Officer including (but not limited to) DevOps processes, testing, cyber security, quality, systems performance, 508 compliance, etc.

2.13. The Contractor shall comply with competing requirements and changes in priorities as identified by USPTO Technical Leads and Managers during the Agile Product Development.

For Option Period 1, additional -scope for this SOW will also include:

2.14. Integrations with Trademark Systems (Trademark Next-Generation (TMNG) Content Management System (CMS),TRAM, or others).

2.15. Integrations with Assignment Systems (Assignment Search (AS), Assignments Historical Database (AHD) Development, or others.)

2.16. Development of workflow engine for order processing. Continue document search and validation automation.

3. Technical Requirements

The Contractor shall perform the following in accordance with the Bridge Contract:

3.2 Section C.9.4 Architecture and Design
3.3 Section C.9.5 Coding
3.4 Section C.9.6 Unit, Integration, Performance, Security, and Regression Testing
3.5 Section C.9.7 Configuration and Release Management
3.6 Section C.9.8 User Experience Design
3.7 Section C.9.9 Defect Triage
3.8 Deployment
- 3.8.1 The Contractor shall follow USPTO's Systems Development Life Cycle (SDLC) and Software Engineering standards and provide all SDLC artifacts as required two (2) weeks prior to system deployments.
- 3.8.2 The Contractor shall implement all requirements described in this document by supporting the building and deployment of software code during each Release.
- 3.8.3 The Contractor shall provide a list of lessons learned after each Sprint and Release.

3.9 Section C.9.10 Production Support

4. System Requirements

4.1. The system must be fully operational under the new Linux/JBoss environment.

5. Technical Approach for all Life Cycle Support Work

5.1. The USPTO standards for documentation required for this task are defined in the OCIO SDLC. The artifacts, points of contact (POCs), and templates for SDLC can be found at USPTO SDLC Website

5.2. The Contractor shall follow an Agile development process using anticipated sprint cycles of **three (3) weeks** long. At the predetermined point in each sprint, the Contractor shall deliver working code to the designated System Integration Testing (SIT) environment.

5.3. The number of anticipated Releases are approximately **three (3)**

5.4. The Contractor **shall not** provide the scrum master.

5.5. The Contractor shall maintain and update USPTO's Agile Central/Rally software daily.

5.6. The Contractor shall provide sprint review at the end of each sprint and release notes no later than two (2) days after the end of each sprint.

5.6.1. Sprint Planning
5.6.2.Sprint Execution
5.6.2.1. Ongoing Critical Partner Activities.
5.6.2.2. Daily Scrum Call Standup.
5.6.2.3. Sprint Review including Team Demonstration.
5.6.3.Sprint Closing and Retrospective
5.6.4.Inspect and Adapt Workshop

6. Period of Performance

6.1. The base period of performance for this task order is 5/02/2018 through 5/01/2019.
6.2. The optional base period of performance of this task order is 5/2/2019 through ~~3/31/2020~~~~4/10/2020~~4/15/2020
6.3. The overall period of performance shall be:

Base Period	5/02/2018 – 5/01/2019
Option Period 1	5/02/2019 – ~~3/31/2020~~~~4/10/2020~~4/15/2020

7. Place of Performance

7.1. The primary place of performance is expected to be offsite at the Contractor's facility; however, the Government may designate some tasks to be performed at the USPTO facility in Alexandria, Virginia. When requested, Contractor staff shall be available for onsite meetings with USPTO staff, or via teleconference, when approved by the TOM. The vendor will be given no less than 24 hours notice prior to the necessary meeting.

8. Hours of Operation

8.1. Hours of Operation for this task order follow SDI NG Bridge Contract Section C.2.1.

9. Skills Required to Perform this Task

9.1. The Contractor shall provide staff with following skills:

9.1.1. Agile development methodologies
9.1.2. Agile Central (RALLY)
9.1.3. Strong facilitation and cross-functional team facilitation skills
9.1.4. Strong written and oral communication skills
9.1.5. Working knowledge of Microsoft Project Server 2010 (MS Project Professional 2010, SharePoint 2010)
9.1.6. Working knowledge of Microsoft Office 2010 (Excel, Word, PowerPoint)
9.1.7. Working knowledge developing for major web browsers including Internet Explorer, Firefox, Chrome and Safari and supporting at least each of the two previous versions

9.2. Front End UI Layer – Senior Level Skills

The following skills are required:

9.2.1. Ten (10) + years of experience developing user interfaces using HTML, CSS, JavaScript.
9.2.2. Ten (10) + years of web application experience
9.2.3. Three (3) + years of experience interfacing with Web Services, including one (1) + year in RESTful
9.2.4. Five (5) + years of experience developing with web application frameworks, such as Spring.
9.2.5. Five (5) + years of experience developing with JQuery, AngularJS, Bootstrap, XML, DHTML, or Ajax, including two (2) + year in AngularJS
9.2.6. Experience working with front-end tools and libraries such as LESS, SASS, Grount, Bower, Node etc.
9.2.7. Three (3) + years of strong Experience with complying with federal standards including Section 508 compliance and accessibility best practice

The following skills are desired:

9.2.8. Experience working with Maven and Subversion
9.2.9. Experience with code deployment in development, testing and production environments

9.2.10. Experience with complying with federal standards including Section 508compliance and accessibility best practices

9.2.11. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.3. Front End UI Layer – Mid Level Skills

The following skills are required:

9.3.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.3.2.Five (5) + years of web application development experience

9.3.3.Three (3) + years of working with web application frameworks such as Spring

9.3.4.Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.3.5. Experience working with Maven, and Subversion

9.3.6. Experience with code deployment in development, testing and production environments.

9.3.7. Experience with complying with federal standards including Section 508compliance and accessibility best practices

9.3.8. Experience with Responsive Web Design (RWD) development working on major web browsers including Internet Explorer, Firefox, Chrome and Safari

9.4. Middle Tier Java Developer – Senior Level Skills

The following skills are required:

9.4.1. Ten (10) + years of web application development experience

9.4.2.Ten (10) + years of experience working Java, J2EE

9.4.3.Five (5) + years of experience working with ORM tools such as Hibernate, MyBatis

9.4.4.Six (6) + years of experience developing with design patterns

9.4.5. Six (6) + years of experience developing with Object Oriented Concepts

9.4.6. Five (5) + years of experience developing with web application frameworks including three (3) years in Spring

9.4.7. Six (6) + years of experience working with Oracle database, and SQL

9.4.8. Five (5) + years of experience working with WebServices and XML including two (2) + years with RESTful

9.4.9. Three (3) + years of experience working with Maven and Subversion

9.4.10. Three (3) + years of experience with unit testing using JUnit, Mockito or other testing frameworks

The following skills are desired:

9.4.11. Three (3) + years of experience with UNIX/Linux

9.4.12. Experience working with JBOSS

9.4.13. Experience with code deployment in development, testing and production environments

9.5. Middle Tier Java Developer – Mid Level Skills

The following skills are required:

9.5.1. Five (5) + years of web application development experience.

9.5.2.Five (5) + years of experience working with Java, J2EE.

9.5.3.Three (3) + years of experience and working knowledge of XML or JSON

9.5.4.Three (3) + years of experience developing with design patterns.

9.5.5. Three (3) + years of experience developing with Object Oriented Concepts.
9.5.6. Three (3) + years of experience working with ORM tools such as Hibernate, MyBatis
9.5.7. Three (3) + years of experience working with web application frameworks including two (2) + years in Spring.
9.5.8. Three (3) + years of experience developing with Oracle database and SQL
9.5.9. Three (3) + years of experience developing with WebServices including one (1) + years with RESTful.
9.5.10. Two (2) + years of experience working with Maven, Subversion.
9.5.11. Two (2) + years of experience with unit testing using JUnit, Mockito or other testing frameworks.

The following skills are desired:

9.5.12. Knowledge of and experience with UNIX/Linux
9.5.13. Experience with code deployment in development, testing and production environments.

9.6. Oracle Database Developer – Mid Level Skills

The following skills are required:

9.6.1. Five (5) + years of experience with Oracle PL/SQL development using tools such as Toad and SQL Developer
9.6.2. Five (5) + years of experience developing large scale systems using Oracle PL/SQL coding, data structure manipulation, design, and performance tuning in UNIX/Linux environment.
9.6.3. Five (5) + years of experience in Data Modeling, Data Migration and ETL processing using PL/SQL stored procedures, functions and triggers.
9.6.4. Extensive experience as Oracle Database Developer (creating stored procedures, packages, triggers, supporting application development teams) is required.
9.6.5. This skillset does not require NoSQL, Big Data or Hadoop experience, the ideal skillset would be a hands on PL/SQL experienced with ETL using Oracle RDBMS

The following skills are desired:

9.6.6. Experience working with Maven, and Subversion or other versioning tool is desired.
9.6.7. Experience with code deployment in development, testing and production environments is desired

9.7. User Experience Developer – Mid Level Skills

The following skills are required:

9.7.1. Comprehensive (3-5 years) knowledge and experience is required in the following areas:
9.7.1.1. Conducting and documenting user research activities in support of web development (e.g., facilitating and conducting focus groups, gathering and prioritizing business requirements, developing user stories, task lists, workflow diagrams, personas, scenarios, and detailed use cases)
9.7.1.2. Developing interactive designs
9.7.1.3. Developing and applying Enterprise Pattern Library/Style Guide for Enterprise solutions
9.7.1.4. Developing user-centered conceptual designs (via mockups, wireframes, etc.)
9.7.1.5. Evaluating designs (via heuristic evaluations) and designing and conducting usability tests
9.7.1.6. Wireframe/prototype design tools (i.e., Adobe (Photoshop, Illustrator or Fireworks)

or Axure/Balsamiq, etc.

9.7.2. Development experience is required in the following areas

9.7.2.1. Five (5) + years of experience developing user interfaces using HTML, CSS, Java Script

9.7.2.2. Five (5) + years of web application development experience

9.7.2.3. Three (3) + years of working with web application frameworks such as Spring

9.7.2.4. Three (3) + years of experience working with AngularJS, JQuery, or Ajax, including one (1) + year in AngularJS

The following skills are desired:

9.7.2.5. Experience working with Maven, and Subversion

9.7.2.6. Experience with code deployment in development, testing and production environments

10. Staffing

10.1. The Contractor shall provide resumes for all Key Personnel. The Contractor shall submit Key Personnel resumes to the CO who will coordinate review and approval with the USPTO COR and TOM. The absence of Key Personnel shall not be a point of failure. The Contractor is responsible for providing alternate(s) during any absences of Key Personnel.

For Option Period 1, Key Personnel to support this effort are:

Solution Architect (1 FTE)
Principal Software Engineer (1 FTE)
Senior Systems Engineer (3 FTE)
Senior User Experience Designer (1 FTE) Increasing the level of effort from 1 FTE to a total of 1.5 FTE from 8/1/2019 –4/15/2020~~4/10/2020~~ to support production deployments

Other Personnel to support this effort are:

Senior Software Engineer (2 FTE)
Project Manager (0.25 FTE)
Functional Analyst (1 FTE)

10.2. The Contractor shall staff qualified personnel to provide the full scope of expertise and capabilities required to perform this task order.

10.3. The Contractor shall create and maintain a staffing plan to include an organizational chart. The staffing plan will include at a minimum the resource assignments identifying the role, labor category, percent of time dedicated to the task order, and estimated on-board date. If remote, the staffing plan will list the anticipated travel days to USPTO throughout the life of the task order. The staffing plan will be submitted with the proposal and updated monthly.

10.4. The Contractor shall create and maintain a USPTO Access List. The USPTO Access List will include at a minimum Contractor Name, Role, Badge Request, Email and PTONet Request, Rally Request, EPMS Request, CICM and SVN Account Request, Email Distribution Request, Other System Request (List Systems), and Anticipated State Date. This USPTO Access List will assist in ensuring the Contractors have timely access to systems required to complete tasks within SOW, this also ensures that any replacement access is completed with the USPTO Rules of the Road Guidelines.

10.5. In the event that the contractor does not demonstrate the necesessary level of skills required, or when the developers progress is lower than standard levels for the team, and is disrupting the team's overall progress, the USPTO reserves the right to request prompt resolution from

the contractor.

11. Deliverables

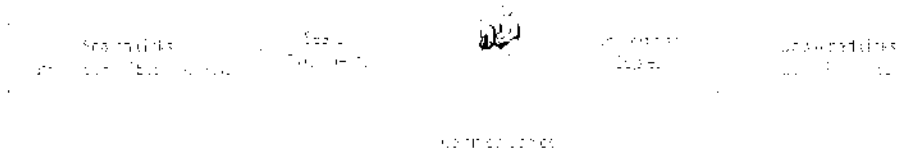
Item Number	Product/Event[1]	Delivery Date(s)[2]
1	Kick-Off Meeting scheduled by the Government	No Later Than (NLT) five (5) business days after award.
2	Project Plan	NLT five (5) business days after the Kick-Off Meeting
3	Weekly and Monthly Status Reports	Weekly: First business day of the week Monthly: First business day of the month
4	Meeting Agenda, Meeting Minutes and Action Items	Agenda: NLT one (1) business day prior to the meeting Minutes and Action Items: NLT one (1) business day after the meeting
5	Staffing Plan	Draft: As part of technical proposal Updated monthly thereafter
6	USPTO Access List	Initial: 3 business days after award Updated monthly thereafter
7	Feature Delivery Report	At the end of each sprint
8	Technical Testable Requirements	Beginning of each sprint
9	Feature Delivery Timeline	Draft: As part of the technical proposal Final: Within thirty (30) days of award
10	System Design Document (SDD)	Updated at the end of each sprint, prior to the next sprint
11	Technical Design Document (TDD)	Updated at the end of each sprint, prior to the next sprint
12	System Flow Diagram (SFD)	Updated at the end of each sprint, prior to the next sprint
13	Dynamic Operational Support Plan (DOSP)	Updated at the end of each sprint, prior to the next sprint
14	Source Code and Executable Files	At the end of each sprint, prior to the next sprint
15	Internal Code Review Report	At the end of each sprint, prior to the next sprint
16	Modified AIS Source Code and Change Documentation	At deployment for each AIS, and five (5) business days prior to the completion of the Task Order
17	Results from various elicitation methods	As Assigned
18	Scenarios, workflows, user descriptions and user experience requirements	As Assigned
19	HTML Mockups, Wireframes, Prototypes (UX)	~~As~~ Each Sprint as Assigned

[1] All deliverables shall be submitted electronically to the CO, TOM and the COR in a format that is compatible with Microsoft Office 2003 / Microsoft Project 2003 (or new versions) and are subject to government review and acceptance.
[2] If a delivery date falls on a federal holiday, it shall be due the following business day.

Item Number	Product/Event[1]	Delivery Date(s)[2]
20	Usability Test Plans (UX)	~~As assigned minimum of each release~~ Draft – one week before usability testing Final – one day before usability testing
~~21~~	~~Usability Testing~~	~~As assigned minimum of each release~~
21	Pattern Library Updates (UX)	Each deployment as changes are needed
22	Usability Test Reports	NLT five (5) business days after the completion of Usability Test
23	UI Technical Reviews (includes sprint reviews, demos, development handoffs, etc.) Project Design Briefing to UXD Standards Committee and Stakeholders	As Required
24	Stakeholder Sessions	As Required
25	Stakeholder Session Summary Report	NLT two (2) business days after the completion of Stakeholder Sessions
26	Make a pull request within GitHub with full documentation for any new patterns or components that should be added to the USPTO UI Design Library for Enterprise –wide use	As needed for portfolio new design reuse
~~27~~	~~SLA Report~~	~~At the end of each sprint~~
27	Performance Baseline	As agreed upon in the final approved Contractor's Project Plan
~~29~~	~~SLA Timeline~~	~~Draft: As part of the technical proposal~~ ~~Final: Within 30 (thirty) business days of award~~
28	Support for FQT, UAT, PVT, and PT	As agreed upon in the final approved Contractor's Project Plan
29	Functional and Integrated Test Plan and Test Results	Functional and Integrated Test Plan: On the last day of Sprint 1; and updated as determined by USPTO Test Results: At the end of each sprint, prior to the next sprint
30	Test Harness	At the end of each sprint, prior to the next sprint
31	Release Notes	At the end of each Release.
32	Sprint Demos	Last business day of each Sprint
33	Agile Artifacts	At the end of each day
34	Lesson Learned	NLT five (5) business days after each release
35	Risks and Issues	Updated at the end of each sprint, prior to the next sprint
36	Post Deployment Staffing Plan	Submitted as part of the Staffing Plan in the proposal
37	Closeout Report	NLT five (5) business days prior to the end of the period of performance

Item Number	Product/Event[1]	Delivery Date(s)[2]
38	User Manual	As agreed upon in the final approved Contractor's Project Plan
~~41~~	~~SLA for new functionality~~	~~As agreed upon in the final approved Contractor's Project Plan~~
39	Agile Central/Rally Backlog	At the end of each sprint, prior to the next sprint
40	Stable Test Bed Environments	As agreed upon in the final approved Contractor's Project Plan
41	Any other SDLC 4.1 artifacts as articulated in the project plan	Updated at the end of each sprint, prior to the next sprint
42	Delivery of 50% of Testable user stories for pre-acceptance and testing	Half way through the sprint
43	Phase-Out Support	NLT five (5) business days prior to the completion of the task order
~~447~~	Transition Plan	As part of the proposal according to SDI-NG Bridge section C.7.1
45	Letter of Completion	At Project Completion

12. System Diagram (Envisioned)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P19001	01/10/2019	281P1952669	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St ,MDE. 7th Floor ALEXANDRIA, VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
DBA: CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033 4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ19F00280018
		10B. DATED (SEE ITEM 11) 01/01/2019
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2019-A-00-281700-SECMSR-NONCOMP-2570-9122-S80000-281700-2019

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Limitation of Funds on Time-and-Materials and Labor-Hour Contracts

E. IMPORTANT: CONTRACTOR ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to add incremental funding in the amount of (b)(4)

The obligated amount of this order is increased from (b)(4)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin Fuller	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By Users, Fuller, Kristin (Signature of Contracting Officer)	16C. DATE SIGNED 01/10/2019

Table of Contents

Section	Description	Page Number
1	Continuation Sheet	4
	52.217-8 Option to Extend Services (Nov 1999)	4
	52.217-9 Option to Extend the Term of the Contract (Mar 2000)	4
	PTO-03 USPTO Invoices	4
	PTO-30 Release of Residual Funds (<$100)	6
	PTO-31 Release of Residual Funds (>$100)	6
	PTO-33 USPTO Personal Identity Verification Card Requirements for Contractors	6
	PTO-16 Contractor Notification Requirement (Mar 2010)	7
3	Documents, Exhibits, or Attachments	7

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for SCDAD Technical Support. The total task order ceiling price is (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: Change: Current:
	Period of Performance: 01/01/2019 - 12/31/2019				
	Description: SCDAD Technical Support - SDI NG Bridge Incremental Funding until 01/10/2019. The remaining funds of (b)(4) may be added via a modification as its becomes available. The total value of this CLIN is				
	Requisition Number: 281P1952669 - 1				
	Additional Funding: 1. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 9122 - - 281700) Original Total: (b)(4) Change Total: $0.00 Current Total: (b)(4) 2. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 8181 - - 281700) Original Total: (b)(4) Change Total: $0.00 Current Total: (b)(4)				
0002	Option Period 1 Labor	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: $0.00 Change: Current: $0.00
	Period of Performance: 01/01/2020 - 03/31/2020				
	Description: The total value of this CLIN is (b)(4)				
	Requisition Number: 281P1952669 - 1				
	Pricing Options: Unexercised Option				
0003	Base Period Labor	Original: 0.000000 Change: 1.000000	LOT	Original: $0.0000 Change: (b)(4) Current:	Original: $0.00 Change: Current: (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Current: 1.000000		(b)(4)	
	Period of Performance: 01/01/2019 - 12/31/2019				
	Description: SCDAD Technical Support - SDI NG Bridge Incremental Funding until 01/28/2019. The remaining funds of (b)(4) may be added via a modification as its becomes available. The total value of this CLIN is				
	Requisition Number: 281P1952669 - 1				
	Additional Funding: 1. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 9122 - - 281700) Original Total: $0.00 Change Total: (b)(4) Current Total: 2. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 8181 - - 281700) Original Total: $0.00 Change Total: (b)(4) Current Total:				

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal/miskell@uspto.gov Vendor: Kristel Bennett; Kristel.bennett@cgifederal.com.com

Accounting and Appropriations Data:

Accounting and Funding Total:

Original: (b)(4)
Change:
Current:

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 Days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years and 0 months (months)(years).

(End of clause)

PTO-03 USPTO Invoices

INVOICING AND PAYMENT INSTRUCTIONS

a) The Contractor shall submit invoices for services rendered and deliverables furnished, and shall submit separate invoices for each contract, task order, delivery order, etc. The Contractor shall submit the original invoice to the Office of Finance, along with a copy of the invoice to each of the addresses below. Submission via email is preferred.

	By mail:	**By email:**
Original	U.S. Patent and Trademark Office Office of Finance Mail Stop 17 P.O. Box 1450 Alexandria, VA 22313-1450	OfficeofFinance@uspto.gov
Copy 1 - COR	U.S. Patent and Trademark Office *Vendor Management Division* *Neal Miskell, COR* *600 Dulany Street, MDW 04XX* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*neal.miskell@*uspto.gov
Copy 2 – OP [include as needed]	*U.S. Patent and Trademark Office* *Office of Procurement,* *Dennis Jolliffe, Contract Specialist* *MDE RM 07D20* *Mail Stop 6* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*dennis.jolliffe@uspto.gov*

In addition to original invoices, all revised or subsequent invoices, or invoice correspondence, shall also be addressed to the parties above.

b) To constitute a proper invoice, the Contractor's invoice shall include:

1) Name and address of the business concern
2) Contractor DUNS number (or DUNS+4)
3) Invoice date and invoice number
4) Contract number (including order number and contract line item number (CLIN))
5) Task Order (or BPA Call) Number and Title (as applicable)
6) Taxpayer Identification Number (TIN) (if required)
7) Period covered by the invoice
8) Terms of any applicable discount(s)
9) Shipping number and date of shipment (if applicable)
10) Bill of lading number and weight of shipment (if applicable)
11) Name, title, address, and phone number of the official to whom payment is to be sent
12) Name, title, address, and phone number of person to notify in the event of a defective invoice
13) Description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered, including:

    a. Total task order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, and hourly rates, should be listed and broken down separately for the total contract prior to the current invoice.

    b. Total Current Period: all labor (individually listed) categories, hours being billed, and hourly rates, should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if more than one site.

    c. Total Contract Costs To-Date: all labor categories (individually listed), hours being billed, and hourly rates should be listed and broken down separately for the total contract through the current invoice.

14) For OCIO contracts, identify all applicable Project/Program/Activity (PPA) codes.

c) The Contractor shall clearly mark its final invoice for payment as "Final Invoice for Payment." A final invoice represents the amount remaining to be paid by the USPTO to the Contractor for services rendered, which, once paid, will represent the final

total cumulative value of the contract. In addition to the parties identified in paragraph (a), the Contractor shall provide a copy of the final invoice to the Contracting Officer identified in the contract.

d) The Government may reject any invoice that contains billing errors, improperly billed costs, or otherwise fails to comply with any invoice or other contractual requirement. If deliverables or services are rejected for failure to conform to contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the acceptance of replacement deliverables or services.

e) Costs being billed for individual task orders, delivery orders, etc. shall be invoiced separately; billing for more than one task order, delivery order, etc. per invoice is not allowed.

INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for services rendered and deliverables furnished during the previous month, or otherwise as agreed upon.

ELECTRONIC PAYMENT INFORMATION

a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer System for Award Management (Jul. 2013), shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

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

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

These terms and conditions incorporate new System for Awards Management (SAM) requirements.

(End of clause)

PTO-30 Release of Residual Funds (<$100)

RELEASE OF RESIDUAL FUNDS (<$100)

Upon completion of the contract period of performance and receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above-referenced contract have been satisfied. If residual funds on the contract total $100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above-referenced contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

PTO-31 Release of Residual Funds (>$100)

RELEASE OF RESIDUAL FUNDS (>$100)

If funds greater than $100 remain on this contract after completion of the contract period of performance and receipt and payment of the final invoice, the government will deobligate the remaining funds as follows:

For time and material (T&M) or labor hour (LH) awards, or awards containing T&M or LH CLINs:
It is understood and agreed that all outstanding obligations incurred on T&M or LH contract CLINs have been satisfied. Therefore, the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract, and the government will automatically deobligate the residual funds without further communication with the vendor.

For firm-fixed price (FFP) awards, or awards containing FFP CLINs:
The government will issue a bilateral modification to authorize release of those funds. The Contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The government shall not be held liable for the payment of any further invoices submitted under this contract. The Contractor will have up to 30 calendar days after issuance of the modification to sign the modification and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds, and releases the government from any future liability stemming from or related to this contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

PTO-33 USPTO Personal Identity Verification Card Requirements for Contractors

The USPTO is committed to maintaining secure access to its information technology (IT) systems through the use of Personal Identity Verification (PIV) Cards as set forth in Homeland Security Presidential Directive 12 (HSPD-12) and Department of Commerce Feder-

al Information Processing Standards and Special Publications. Contractors with an expected service period of 180 day or more, requiring access to PTONet, and who require access to PTO facilities or use PTO equipment, will be required to obtain PIV cards. Within three (3) business days of the beginning of the period of performance, Contractors requiring a PIV shall provide the following information to the Contracting Officer's Representative (COR):

(1) Display Name [Last Name, First Name (Name of Employer)]
(2) First Name (Note*this must be spelled identically to how it was provided in their security information)
(3) Last Name (Note*this must be spelled identically to how it was provided in their security information)
(4) Suffix
(5) Date of Birth
(6) USPTO Email Address
(7) Employee Affiliation
(8) Log-On-ID
(9) Citizenship Code
(10) Employee ID

The Contractor shall provide any additional information, as requested by the COR, determined to be necessary for issuance of a PIV Card.

(End of Clause)

PTO-16 Contractor Notification Requirement (Mar 2010)

The Contractor is required to notify the Contract Officer's Representative (COR) within one business day upon temporary or permanent termination of a Contractor employee, when that Contractor employee has USPTO system access rights, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

Section 3 - Documents, Exhibits, or Attachments

Identifier	Title	Date	Number of Pages
1	Limitation of Funds	12/31/2018	
2	labor Hour Breakdown	12/31/2018	
3	STATEMENT OF WORK	12/31/2018	

Limitation of Funds on Time-and-Materials and Labor-Hour Contracts

It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price of (b)(4) Funds in the amount of (b)(4) are hereby allotted. The balance of this contract's estimated ceiling will be allotted upon availability of funds through a unilateral modification(s).

CLIN	Description	Total Price	Obligated Amount	Amount Required for Complete Funding
0001	O&M Funding	(b)(4) XX	(b)(4)	(b)(4)
0001/P19001	O&M Fuding		K	

Limitation of Funds

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling amount specified in the contract. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the ceiling amount.

(b) The Schedule specifies the amount of funds presently available for payment by the Government and allotted to this contract as well as the items covered. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, provided that funds become available. The Contractor agrees to perform work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next **15 days**, when added to all costs previously incurred, will exceed **75% of the total funded amount** so far allotted to the contract by the Government. The notice shall state the additional funds required to continue performance for the period specified in the Schedule.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract or otherwise incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(e) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(f) Nothing in this provision shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P19002	3. EFFECTIVE DATE 01/24/2019	4. REQUISITION/PURCHASE REQ. NO. 281P1952669	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE	1333BJ	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE, 7th Floor ALEXANDRIA, VA 22313-1450				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) DBA: CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ19F00280018
		10B. DATED (SEE ITEM 11) 01/01/2019
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2019-A-00-281700-SECMSR-NONCOMP-2570-9122-S80000-281700-2019

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Limitation of Funds on Time-and-Materials and Labor-Hour Contracts

E. IMPORTANT: CONTRACTOR ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to add incremental funding in the amount of (b)(4).

The obligated amount of this order is increased from (b)(4)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Chris Hannah	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED 1/24/19

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Table of Contents

Section	Description	Page Number
1	Continuation Sheet	4
3	Documents, Exhibits, or Attachments	4

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for SCDAD Technical Support. The total task order ceiling price is (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: Change: $0.00 Current:
	Period of Performance: 01/01/2019 - 12/31/2019				
	Description: SCDAD Technical Support - SDI NG Bridge Incremental Funding until 01/10/2019. The remaining funds are being added to CLIN 0003. The total value of CLIN 0001 is (b)(4)				
	Requisition Number: 281P1952669 - 0001				
0003	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: (b)(4) Current: (b)(4)	Original: Change: Current:
	Period of Performance: 01/01/2019 - 12/31/2019				
	Description: SCDAD Technical Support - SDI NG Bridge Incremental Funding until 02/10/2019. The total value of CLINS 0001 and 0003 is (b)(4) The remaining funds of (b)(4) for CLINS 0001 and 0003 may be added via a modification as it becomes available.				
	Requisition Number: 281P1952669 - 0001				
	Additional Funding: 1. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 9122 - - 281700) Original Total: (b)(4) Change Total: Current Total: 2. (2019 - A - [illegible] MSR - - S80000 - NONCOMP - 2570 - - - 8181 - - 281700) Original Total: (b)(4) Change Total: Current Total:				

X

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal/miskell@uspto.gov Vendor: Kristel Bennett; Kristel.bennett@cgifederal.com.com

Accounting and Appropriations Data:

Accounting and Funding Total:

Original:	(b)(4)
Change:	
Current:	

Section 3 - Documents, Exhibits, or Attachments

Identifier	Title	Date	Number of Pages
1	Limitation of Funds - CHANGED	12/31/2018	
2	labor Hour Breakdown - CHANGED	12/31/2018	
3	STATEMENT OF WORK - CHANGED	12/31/2018	

Limitation of Funds on Time-and-Materials and Labor-Hour Contracts

It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price of (b)(4) Funds in the amount of (b)(4) are hereby allotted under this modification for cumulative funding of (b)(4) The balance of this contract's estimated ceiling will be allotted upon availability of funds through a unilateral modification(s).

Limitation of Funds

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling amount specified in the contract. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the ceiling amount.

(b) The Schedule specifies the amount of funds presently available for payment by the Government and allotted to this contract as well as the items covered. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, provided that funds become available. The Contractor agrees to perform work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next **15 days**, when added to all costs previously incurred, will exceed **75% of the total funded amount** so far allotted to the contract by the Government. The notice shall state the additional funds required to continue performance for the period specified in the Schedule.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause –

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract or otherwise incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(e) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(f) Nothing in this provision shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P19003	02/12/2019	281P1952669	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE, 7th Floor ALEXANDRIA, VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
DBA: CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969780		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ19F00280018
		10B. DATED (SEE ITEM 11) 01/01/2019

CODE CGIFEDERAL	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2019-A-00-281700-SECMSR-NONCOMP-2570-9122-S80000-281700-2019

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: CONTRACTOR ☒ is not ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to:
Provide incremental funding in the amount of (b)(4)
The obligated amount of this order is hereby

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin Fuller	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By Users, Fuller, Kristin Digitally signed by Users, Fuller, Kristin (Signature of Contracting Officer)	16C. DATE SIGNED

Table of Contents

Section	Description	Page Number
1	Continuation Sheet	3

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for SCDAD Technical Support. The total task order base and option 1 ceiling price is (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: (b)(4) Current: (b)(4)	Original: Change: Current:

Period of Performance: 01/01/2019 - 12/31/2019

Description:
The total award value of CLINS 0001 and 0003 is (b)(4) Funding in the amount of (b)(4) has been provided through 3/31/2019.

Requisition Number: 281P1952669 - 0001

Additional Funding:
1. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 9122 - - 281700)
Original Total: (b)(4)
Change Total:
Current Total:
2. (2019 - A - 2 MSR - - S80000 - NONCOMP - 2570 - - - 8181 - - 281700)
Original Total:
Change Total:
Current Total:

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal/miskell@uspto.gov Vendor: Kristel Bennett; Kristel.bennett@cgifederal.com.com

Accounting and Appropriations Data:

Accounting and Funding Total:

Original: (b)(4)
Change:
Current:

Limitation of Funds on Time-and-Materials and Labor-Hour Contracts

It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price of (b)(4) Funds in the amount of (b)(4) are hereby allotted for this modification and a total of (b)(4) to date. The balance of this contract's estimated ceiling will be allotted upon availability of funds through a unilateral modification(s).

Limitation of Funds

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling amount specified in the contract. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the ceiling amount.

(b) The Schedule specifies the amount of funds presently available for payment by the Government and allotted to this contract as well as the items covered. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, provided that funds become available. The Contractor agrees to perform work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next **15 days**, when added to all costs previously incurred, will exceed **75% of the total funded amount** so far allotted to the contract by the Government. The notice shall state the additional funds required to continue performance for the period specified in the Schedule.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause –

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract or otherwise incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(e) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(f) Nothing in this provision shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P19004	03/26/2019	281P1952669	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St ,MDE. 7th Floor ALEXANDRIA, VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033 4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ19F00280018
		10B. DATED (SEE ITEM 11) 01/01/2019

CODE CGIFEDERAL	FACILITY CODE *

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2019-A-00-281700-SECMSR-NONCOMP-2570-9122-S80000-281700-2019

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: CONTRACTOR ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to provide funding in the amount of (b)(4) to fully fund the Base Year Period of Performance till 12/31/2019.

As a result of this modification, the total funded amount is increased from (b)(4)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin Fuller	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By Users, Fuller, Kristin Digitally signed by Users, Fuller, Kristin Date: 2019.03.25 17:09:25 -04'00' (Signature of Contracting Officer)	16C. DATE SIGNED

Table of Contents

Section	Description	Page Number
1	Continuation Sheet	4

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for SCDAD Technical Support. The total task order base and option 1 ceiling price is (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: Change: $0.00 Current:
	Period of Performance: 01/01/2019 - 12/31/2019				
	Description: SCDAD Technical Support - SDI NG Bridge Incremental Funding until 01/10/2019. The remaining funds are being added to CLIN 0003. The total value of CLIN 0001 is (b)(4)				
	Requisition Number: 281P1952669 - 0001				
	Additional Funding: 1. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 9122 - - 281700) Original Total: (b)(4) Change Total: $0.00 Current Total: (b)(4) 2. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 8181 - - 281700) Original Total: (b)(4) Change Total: $0.00 Current Total: $(b)(4)				
0003	Base Period Labor	Original: 1.000000 Change: 0.000000 Current: 1.000000	LOT	Original: (b)(4) Change: (b)(4) Current: (b)(4)	Original: Change: Current:
	Period of Performance: 01/01/2019 - 12/31/2019				
	Description: The total award value of CLINS 0001 and 0003 is (b)(4)				
	Requisition Number: 281P1952669 - 0001				
	Additional Funding: 1. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 9122 - - 281700) Original Total: (b)(4) Change Total: Current Total: 2. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 8181 - - 281700) Original Total: (b)(4) Change Total: Current Total:				

Kristel.bennett@cgifederal.com.com

Accounting and Appropriations Data:

Accounting and Funding Total:

Original:	(b)(4)
Change:	
Current:	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
DOC50PAPT1600026

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P20005	See Block 16C.	See Lines	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE. 7th Floor ALEXANDRIA, VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ19F00280018
	X	10B. DATED (SEE ITEM 11) 01/01/2019

CODE CGIFEDERAL	FACILITY CODE *

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2020-A-00-289403-SCMS00-S349-NONCOMP-2570-4918-S99999-281700-2020

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Changes and FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: CONTRACTOR ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see continuation page 6 for details of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Amit Khare, VP Consulting Services	Victor Martinez

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(6) (Signature of person authorized to sign)	12/31/2019	By Victor A. Martinez (Signature of Contracting Officer)	Dec 31 2019

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for SCDAD Technical Support. The total task order base and option 1 ceiling price is (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Option Period 1 CIF	Original: 0.000000 Change: 1.000000 Current: 1.000000	LOT	Original: (b)(4) Change: (b)(4) Current: (b)(4)	Original: $0.00 Change: (b)(4) Current: $(b)(4)
	Period of Performance: 01/01/2020 - 08/21/2020				
	Description: The total value of this CLIN is (b)(4).				
	Requisition Number: 289P2052683 - 0001				
	Additional Funding: 1. (2020 - A - 289403 - SCMS00 - S349 - S99999 - NONCOMP - 2570 - - - 4918 - - 281700) Original Total: $0.00 Change Total: (b)(4) Current Total:				
1002	Option Period 1 Ops	Original: 0.000000 Change: 1.000000 Current: 1.000000	LOT	Original: $0.0000 Change: (b)(4) Current: (b)(4)	Original: $0.00 Change: Current:
	Period of Performance: 01/01/2020 - 08/21/2020				
	Description: The total value of this CLIN is (b)(4)				
	Requisition Number: 281P2050290 - 0001				
	Additional Funding: 1. (2020 - A - 281700 - SCMS00 - - S80000 - NONCOMP - 2570 - - - 4458 - - 281700) Original Total: $0.00 Change Total: (b)(4) Current Total:				
1003	Option Period 1 Cybersecurity	Original: 0.000000 Change: 1.000000	LOT	Original: $0.0000 Change: (b)(4)	Original: $0.00 Change:

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Current: 1.000000		Current: (b)(4)	Current:
	Period of Performance: 01/01/2020 - 08/21/2020				
	Description: The total value of this CLIN is (b)(4)				
	Requisition Number: 289P2052684 - 0001				
	Additional Funding: 1. (2020 - A - 289470 - SCSP00 - S303 - S99999 - NONCOMP - 2570 - - - 5078 - - 281700) Original Total: $0.00 Change Total: (b)(4) Current Total:				
2001	Option Period 2 CIF	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: $0.0000 Change: (b)(4) Current: (b)(4)	Original: $0.00 Change: $0.00 Current: $0.00
	Period of Performance: 08/22/2020 - 12/31/2020				
	Description: The total value of this CLIN is (b)(4)				
	Requisition Number: 289P2052683 - 0001				
2002	Option Period 2 Ops	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: $0.0000 Change: (b)(4) Current: (b)(4)	Original: $0.00 Change: $0.00 Current: $0.00
	Period of Performance: 08/22/2020 - 12/31/2020				
	Description: The total value of this CLIN is (b)(4)				
	Requisition Number: 289P2052683 - 0001				
2003	Option Period 2 Cybersecurity	Original: 0.000000 Change: 0.000000	LOT	Original: $0.0000 Change: (b)(4)	Original: $0.00 Change: $0.00 Current: $0.00

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Current: 0.000000		Current: (b)(4)	
	Period of Performance: 08/22/2020 - 12/31/2020				
	Description: The total value of this CLIN is (b)(4)				
	Requisition Number: 289P2052683 - 0001				
3001	Option Period 3 CIF	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: $0.0000 Change: (b)(4) Current: (b)(4)	Original: $0.00 Change: $0.00 Current: $0.00
	Period of Performance: 01/01/2021 - 09/30/2021				
	Description: The total value of this CLIN is $(b)(4)				
	Requisition Number: 289P2052683 - 0001				
3002	Option Period 3 Ops	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: $0.0000 Change: (b)(4) Current: (b)(4)	Original: $0.00 Change: $0.00 Current: $0.00
	Period of Performance: 01/01/2021 - 09/30/2021				
	Description: The total value of this CLIN is (b)(4)				
	Requisition Number: 289P2052683 - 0001				
3003	Option Period 3 Cybersecurity	Original: 0.000000 Change: 0.000000 Current: 0.000000	LOT	Original: $0.0000 Change: (b)(4) Current: (b)(4)	Original: $0.00 Change: $0.00 Current: $0.00
	Period of Performance: 01/01/2021 - 09/30/2021				

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Description: The total value of this CLIN is (b)(4)				
	Requisition Number: 289P2052683 - 0001				

Procurement: Stephan Batt; Stephan.Batt@uspto.gov COR; Neal Miskell; neal.miskell@uspto.gov Vendor: Kristel Bennett; Kristel.bennett@cgifederal.com

Accounting and Appropriations Data:

Accounting and Funding Total:

Original:	(b)(4)
Change:	
Current:	

The purposes of this modification are:

1) Incorporate a revised Statement of Work (Attachment A).

2) Re-structure and exercise Option Period 1 as follows:
   a. CLIN 0002, "Option Period 1 Labor" is re-named "Option Period 1 CIF." The total value of the CLIN is increased from (b)(4) The CLIN is hereby exercised and fully funded.
   b. Add CLIN 1002, "Option Period 1 Ops." The total value of the CLIN is (b)(4) The CLIN is hereby exercised and fully funded.
   c. Add CLIN 1003, "Option Period 1 Cybersecurity." The total value of the CLIN is (b)(4) The CLIN is hereby exercised and fully funded.
   d. Resulting from these changes, the total value of option period 1 is increased from $(b)(4) by (b)(4)
   e. T performance for Option Period 1 is 1/1/2020 – 8/21/2020.

3) Add Option Period 2 CLINs as follows:
   a. CLIN 2001, "Option Period 2 CIF," is added with a total value o (b)(4)
   b. CLIN 2002, "Option Period 2 Ops," is added with a total value o
   c. CLIN 2003, "Option Period 2 Cybersecurity," is added with a tot
   d. The period of performance for Option Period 2 is 8/22/2020 – 12/31/2020.

4) Add Option Period 3 CLINs as follows:
   a. CLIN 3001, "Option Period 3 CIF," is added with a total value of (b)(4)
   b. CLIN 3002, "Option Period 3 Ops," is added with a total value o
   c. CLIN 3003, "Option Period 3 Cybersecurity," is added with a tot
   d. The period of performance for Option Period 3 is 1/1/2021 – 9/30/2021.

Resulting from this modification, the total obligated value is hereby increased from (b)(4) to (b)(4)

Resulting from this modification, the total value of the task order is increased from (b)(4) by (b)(4)

Note: All changes noted above are in accordance with the contractor's technical proposal (dated 12/18/2019) and final price revision (dated 12/20/2019).

All other terms and conditions remain unchanged.

STATEMENT OF WORK

SYSTEM CONFIGURATION AND DEPLOYMENT AUTOMATION DIVISION

1 BACKGROUND

The System Configuration and Deployment Automation Division (SCDAD) is a division under the United States Patent and Trademark Office(USPTO)/Office of Chief Information Officer(OCIO)/Office of the Organizational Policy and Governance (OOPG) that is responsible for ensuring the integrity and the availability of all information technology (IT) systems that underpins the business process and services at the USPTO. SCDAD is responsible for operations, engineering and maintenance of the configuration management services.

The Cybersecurity Division is a division under cybersecurity services and capabilities through the operation of a world-class enterprise operations center and a proactive, bureau-wide cybersecurity program that provides continuous monitoring and compliance. The Division's vision is to improve cybersecurity integration into USPTO's strategic business objectives and Next Generation technology/services to enable secure business operations.

2. GENERAL REQUIREMENTS

SCDAD has a continuing requirement for the ongoing effort to mature the central configuration management system that uses the continuous integration, continuous deployment and configuration management practices.

Implementation of SailPoint Identity IQ to DEV, FQT and PROD environments through the USPTO CICM pipeline. Integration of SailPoint Identity IQ with USPTO's authoritative sources including Active Directory, Linux IPA, Probaris (HSPD-12), PALM/CEDR and DOC CLC (Learning Center). Configuration of SailPoint Identity IQ (base platform) per CDM requirements –attributes to be mapped and reported to DOC MUR on a periodic basis.

Technical efforts include the planning, design, development, implementation and support of continuous integration, delivery, release and configuration managementcapabilities.

3 SCOPE

The scope of this task order is to accomplish the work associated with continuing the advancement of the system configuration management, continuous integration and continuous delivery automation practices and support the OCIO DevOps initiative as mentioned in the OCIO's strategic plan. Additionally, the scope includes the implementation of the Cybersecurity Identity IQ in the CICD pipeline. The Contractor shall work as an integrated team with the USPTO staff, other USPTO Contractors and outside vendors -- as designated by USPTO in support of these efforts.

4. TASK ORDER REQUIREMENTS

- CLIN X001 - SCDAD - Continuous Integration Continuous Delivery (CICD) Platform

Maturity

- CLIN X002 - SCDAD - Configuration Management Operations Support
- CLIN X003 - CYBERSECRITY - SailPoint Identity IQ Implementation

4.1 CLIN X001 - SCDAD CIF - Continuous Integration Continuous Delivery (CICD) Platform Maturity

The contractor shall provide subject matter expertise in the effort to advance the implementation of the continuous integration continuous delivery platform. The Contractor shall improve the implementation of the existing toolchain and/or add new tools to add platform features e.g., integrating communication tools, requirements management tools, team collaboration tools, project management tools, etc. The contractor shall provide technical expertise in the following areas in accordance with the Bridge Contract:

- Section C.9.3 New and Existing Systems
- Section C.9.4 Architecture and Design
- Section C.9.6 Unit, Integration, Performance, Security, and Regression Testing
- Section C.9.7 Configuration and Release Management
- Section C.9.9 Defect Triage
- Section C.10 Standards and Policies
- Section C.9.12 Studies
- Section C.9.13 Planning

4.1.1. CICD Pipeline Automation Implementation

The contractor shall provide technical expertise and support in the following areas:

4.1.1.1. Defining the steps and stages in the deployment pipeline and automating the entire software delivery process from check-in to post production analysis to develop a Pipeline as Code framework.

4.1.1.2. Advancing the management of an automated deployment and release pipeline that enables the development teams (consisting of both government and contractor employees) to self-service their own release lifecycle.

4.1.1.3. The contractor shall develop and recommend continuous integration continuous delivery policy changes to achieve a more homogeneous implementation employed in all the application development environments, e.g., coding standards, desired file structure test results, permissible external library files that can be included as dependencies in the build and execution processes.

4.1.1.4. Provide coaching and mentoring services to the application development team to develop scripts to automate deployment and immediate reporting of the deployment success or failure automatically.

4.1.1.5. Support the development teams (consisting of both government and contractor employees) in

defining the steps and stages in the deployment pipeline and automating the entire software delivery process from check-in to post production at the same time maintaining all the necessary gates to ensure product quality and DevOps collaboration to seamlessly perform continuous deployment.

4.1.2. Platform Engineering

4.1.2.1. The contractor shall collaborate with all the stakeholders and make recommendations in technology refresh initiatives by performing horizon scanning, research and development of upcoming technology trends that can add sophistication to the existing platform, optimize its performance and improve monitoring capability.

4.1.2.2. The contractor shall provide subject matter expertise in developing solutions for effective notification and remediation when servers are nearing threshold limits (transparent uptime) to all communication channels and implement platform reliability engineering.

4.1.3. Build Automation and Management

4.1.3.1. The contractor shall provide technical support for automating builds, which includes source compilation, unit testing, functional testing, source code analysis, code review.

4.1.3.2. The contractor shall support the development teams (consisting of both government and contractor employees) gain autonomy in generating their own builds. The contractor shall provide technical expertise and support to the development teams (consisting of both government and contractor employees) in complying with standardization in automating builds and deployment bundles.

4.1.3.3. The contractor shall explore possible solutions in automating any existing legacy builds.

4.1.4. Source Code Management

4.1.4.1. The contractor shall provide technical expertise and support for the enhancement of source code management, which is the implementation of a standard source control practice that includes the maintenance of a repository, the versioning of source codes, branches and tags control, etc.

4.1.4.2. The contractor shall add sophistication in the use of Subversion and Git in the platform by tightly integrating the source code repository and its management practices with the variety of tools to form a full cycle visibility of code check-ins and its relationships to the requirements, user stories, release and deployments.

4.1.5. Quality Assessment and Metrics (Dashboard) Development

4.1.5.1. The contractor shall provide expertise related to Quality Assurance (QA), which are a set of discipline/techniques for planning, reviewing, and measuring processes, and products to ensure that they are acceptable to the business area and the Chief Information Office (CIO).

4.1.5.2. The contractor shall configure and customize a real-time DevOps dashboard to include details into the health of build and deployment activities in one consolidated view, using data collection integration as they progress through the lifecycle of plan, build, test and delivery.

4.1.5.3. The contractor shall include the following key QA metrics:

- velocity of Agile feature development
- unit test coverage
- functional defects uncovered during regression testing
- source code repository commit activity and health
- build, release and deployment activity
- cycle times and health
- automated pipeline deployment activity and health

4.1.6. Automated Quality Testing Enhancement

4.1.6.1. The contractor shall provide subject matter expertise in advancing quality testing.

4.1.6.2. The contractor shall provide support in the quality testing automation that includes but not limited to static analysis, unit testing, code coverage testing, smoke/regression/load testing, security testing, functional and production verification testing.

4.1.6.3. The contractor shall provide support to the development and test teams (consisting of both government and contractor employees) to increase test coverage and optimize automation for integration in the automated release pipeline.

4.1.7. High Availability and Disaster Recovery Implementation

4.1.7.1. The contractor shall provide technical expertise in improving the continuous integration continuous delivery platform's high availability and disaster recovery implementation.

4.1.7.2. The contractor shall develop a recommendation to ensure optimized failover/failback capabilities and that high availability features are able to handle the growing demand for the use of the platform.

4.1.7.3. The contractor shall optimize the tool's high availability features when available and provide a solution for high availability for tools without inherent HA capability.

4.1.7.4. The contractor shall develop a plan for periodically conducting fail over exercise and disaster recovery.

4.1.8. Infrastructure as a Code

4.1.8.1. The contractor shall provide expertise in infrastructure deployment automation that will expeditiously provision the full technology system stack to all the environments.

4.1.8.2. The contractor shall provide support in the use of system deployment technologies using cloud- computing environment.

4.1.8.3. The contractor shall provide guidance in maintaining the development assets inventory management system.

4.1.8.4. The contractor shall develop rapid reproducibility approach to environment stand-ups in defined security enclave.

4.1.8.5. The contractor shall establish mechanism(s) to create workstations, development servers and testing environments just in time to eliminate hardware installation delays. This support also includes assisting SCDAD with evaluating and implementing standards, processes and best practices in implementing infrastructure configuration management.

4.1.9. Application Lifecycle Management (ALM)

The contractor shall provide technical expertise in identifying a commercially available solution(s) for application lifecycle management for the USPTO application development teams. The full featured ALM tool needs to provide a fully auditable and traceable path from a user requirement to the deployment of an application in production. It needs to provide a capability to add or integrate new tools easily; provide a federation hub of disparate processes, technologies and tools to unite different teams using standard processes and tools; allow project groups to assume essential tasks of automating traceability across a delivery pipeline from an idea to deployment, reporting and analysis, process management and compliance/security management.

4.1.10. Configuration Management Database (CMDB) Implementation

4.1.10.1. The contractor shall provide technical expertise in exploring all the existing data sources in OCIO and federating it in a single data source to serve as the Enterprise Configuration Management Database (ECMDB).

4.1.10.2. The contractor shall establish a centralized CMDB that will house all the applications' configuration items to facilitate identification, status monitoring and audit using a commercially available CMDB tool.

4.1.10.3. The contractor shall develop solution(s) to ensure that the CMDB is congruent to all the other USPTO OCIO data sources – ensuring that all production data elements are consistent in all production data sources, e.g., Deployment Assessment and Reporting Tool (DART), Change Request Management (CRQ), Global Enterprise Architecture Repository System (GEARS), Dynamic Operational Support Plans (DOSPs), etc.

4.1.11. Physical Configuration Audit (PCA) Automation

4.1.11.1. The contractor shall advance the practice of PCA by applying automation in performingthe audits.

4.1.11.2. The contractor shall develop solutions to ensure that all systems are in compliance with the Physical Configuration Audit Policy and in alignment with the Federal Information Security Management Act (FISMA).

4.1.11.3. The contactor shall develop a solution to perform platform permission and access audits expeditiously.

4.1.12. Approved Software Library Automation

4.1.12.1. The contractor shall provide subject matter expertise in integrating the SCDAD Software Library data with the platform to show, in dashboard like display, the production deployment readiness of a system.

4.1.12.2. The contractor shall provide subject matter expertise in automating the Approved Software Library process to allow the users to subscribe to software that are available in the library, include new software in the library and manage the approvals of the inclusion of software into the library; transform the Software Library into a fully functional Software Asset Library.

Table 1 CICD Platform Maturity Performance Requirements Summary (PRS)

Performance Standard	Performance Objective	Acceptable Quality Limit	Measurement Technique
Productivity	Ability to meet Planned Velocity in a Sprint	Average velocity as a percentage of Planned Velocity will meet or exceed 95% for the Sprints. Percentage = Actual Velocity/Planned Velocity	
Predictability	Consistency of work produced over time	Delivered work product within 10% of commitment	Data obtained from the agreed roadmap
Task Order Development Deliverables	Completes tasks within required schedule as specified in task order	At least 95% of tasks completed accurately and within the schedule outlined in the task order	Random sampling
Deployment documentation and artifacts	Deliver documentation and artifacts are developed and maintained in accordance with policy prior to each major deployment	Deployment documentation and artifacts are approved prior to deployment of major release	100% inspection at each major deployment
Security Compliance	Comply with USPTO and FISMA security guidance	All critical vulnerabilities detected and eliminated or mitigated prior to production deployment	Security vulnerability Scans

4.2 CLIN X002 - SCDAD OPS - Configuration Management Operations Support

The contractor shall provide technical support in providing configuration management operational services. The Contractor shall provide support in the administration of the platform, ensuring its maximum up time, assist the development teams in their build support needs, support the SCDAD government staff in onboarding and migration initiatives, audit administration, testing and maintenance of the operational documentations and other project artifacts. The contractor shall provide operational support as follows in accordance with the Bridge Contract:

- Section C.9.7 Configuration and Release Management
- Section C.9.9 Defect Triage
- Section C.9.10 Production Support

- Section C.9.11 Maintenance Support
- Section C.10 Standards and Policies

4.2.1. Build Support

4.2.1.1. The contractor shall provide during and after business hours build support (24 x 7) for approved test builds and deployment support.

4.2.1.2. The contractor shall provide support to troubleshoot build issues and be able to resolve non- compilation related build issues; be able to prioritize and work tasks according to their criticality.

4.2.2 Onboarding and Migration

4.2.2.1. The contractor shall provide support in the onboarding process that will not only migrate the Automated Information System (AIS) source code into the platform but also mature the deployment process of the project so that it can utilize and take advantage of the benefits of a more automated deployment pipeline.

4.2.2.2. The contractor shall also provide support in migrating any of the platform artifacts into any new or updated tools as part of the technology refresh initiatives.

4.2.3. Platform Administration

4.2.3.1. The contractor shall provide technical support in ensuring that all components of the configuration management systems are up and running during operational hours i.e., 24 x 7.

4.2.3.2. The contractor shall recommend a solution in improving the circulation ofcommunications.

4.2.3.4. The contractor shall provide subject matter expertise in the effort to refine the existing platform solution and add sophistication to the tool chain by integrating tools with the platform that are compatible with the existing tools to provide visibility in the entire service lifecycle.

4.2.3.5. The contractor shall provide the expertise in parsing the logs and provide an analysis and recommendation to ensure maximum platform uptime.

4.2.4. Physical Configuration Audit (PCA) Administration

4.2.4.1 The contractor shall perform comprehensive Physical Configuration Audits (PCA) of all releases, in accordance with Attachment #1, The Physical Configuration Audit Policy, and participate in the annual A-123 audits.

4.2.4.2 The contractor shall engage in bi-annual re-certification and policy refresh activities to ensure that all SCDAD policies, processes and procedures are up to date.

4.2.5. Training Development/Instructional Development support

The contractor shall provide technical support in developing training materials. The contractor shall develop training materials for the use, administration, management and practice of tools, processes and standards. This task shall also include the development and maintenance of knowledge base repositories, wiki pages and technical contents of the SCDAD Sharepoint site.

This support services shall also include the plan and implementation of transitioning the operations of the platform.

4.2.6. CI/CD WIKI and Library

The contractor shall provide technical services for the development of the CI/CD practices repository; provide the capability to integrate the document repository to the platform for an integrated portal that will house all the standard practices for application development. The portal needs to feature an integrated real time documentation tool that fosters collaborative efforts of developing documentation artifacts. This repository should be accessible from the SCDAD SharePoint collaboration site.

4.2.7 Testing Operations Support

The contractor shall provide day-to-day support to SQAD to resolve functional and non-functional testing issues, which includes the following:

4.2.7.1. Install and update all the necessary software in test slaves

4.2.7.2. Perform routine troubleshooting to correct end user's problem and follows up until issue is resolve.

4.2.7.3. Respond to Inquiries concerning systems operations and diagnoses system hardware, software and operator problems

4.2.7.4. Refers major problems to appropriate IT staff for resolution

4.2.7.5. Provide information and assistance to users on desktop applications, devices, shared drive and remote access

4.2.7.6. Test and load specified software and hardware for users and verifies that systems, programs and equipment are operating correctly for specific AIS

4.2.7.7. Document procedures and perform general test support services as required

Table 2 – Configuration Management Operations Support PRS

Performance Standard	Performance Objective	Acceptable Quality Limit	Measurement Technique
Productivity	Team accomplishments over time based on the agreed upon roadmap	95% of the commitment	Status reporting
Predictability	Consistency of work produced over time	95% acceptance of the work product	Status reporting
Restoration of Operations	Ability to restore any platform services within 2 hours after identification	95% of incidents reported	Status reporting
Problem Resolution	Respond to system alerts, track and resolve system problems, root cause analysis	100%	Random sampling

Maintenance Updates	Apply timely maintenance updates	100%	Status reporting

4.2.8. Program/Project Management

The contractor shall provide program/project management support to manage the projects related to the platform and other configuration management services. The contractor shall ensure the successful implementation of this program and the associated projects as follows in accordance with the Bridge Contract:

- Section C.9.1 Program Management
- Section C.9.13 Planning
- Section C.10 Standards and Policies

4.2.8.1. Work collaboratively with government and other contractor support staff; develop and maintain a communications plan. Lead or participate in teams involving system stakeholders to facilitate the completion of quality and timely deliverables.

4.2.8.2. Provide leadership to make timely decisions and engage all relevant stakeholders; perform proactive coordination and communication and interface with the USPTO staff and other Contractor support teams to ensure accountability, mission accomplishment, and support of USPTO and SCDAD services and operations.

4.2.8.3. Identify, track and manage technical debt on SCDAD platform projects; document the technical debt (inherited or otherwise), determine how it occurred, and minimize and/or prevent it in the future.

4.2.8.4. Provide weekly status reports to the Task Order Manager (TOM), Contracting Officer (CO), and Contracting Officer's Representative (COR) via electronic mail and participate in status review meetings. The status reports shall include a summary of all Contractor work performed, including an assessment of technical progress, schedule status, resource changes, performance against metrics, and any Contractor concerns or recommendations for the previous period.

4.2.8.5. Submit accurate and timely cost reports and invoices. Establish effective cost controls and seek opportunities to minimize costs to USPTO.

4.2.8.6. Integrate and coordinate all activities needed to execute the requirements; follow USPTO procedures and policies referenced as well as best practices to ensure delivery of requirements at the highest quality. Provide effective management of subcontractors.

4.2.8.7. Ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

4.2.8.8. Manage the timeliness, completeness, and quality of problem identification. Notify the USPTO's Contracting Officer (CO) and Contracting Officer's Representative (COR) of all problems that affect or potentially affect the contract, deliverable(s), or project schedule.

4.2.8.9. Submit problem notifications in writing; email is acceptable, within one hour of the problem and within four hours as soon as the contractor realizes a delay. Submit this written report

and provide corrective action plans.

4.2.8.10. Actively participate in transition activities for seamless transition (on boarding or offboarding) of support responsibilities to/from the government and other Contractors.

4.2.8.11. Possess professional proficiency, experience, knowledge, and skills to perform the required tasks; ensure that its staff and subcontractors maintain any required professional certifications, accreditations, and proficiency relative to their areas of expertise.

4.2.8.12 The contractor shall ensure that its staff prepare and provide deliverables after requisite reviews, which meet the quality standards expected of project/product deliverables that meet relevant Industry/Government standards.

Table 3. Program Management PRS

Performance Standard	Performance Objective	Acceptable Quality Limit	Measurement Technique
Program/Project Management	Timeliness of interactions, problem notification documented within 24 hours; ability to perform on-time, within budget, quality and effectiveness of selecting and retaining staff	Problems are resolved within the reporting month	Monthly Project Status Reporting
Key Personnel	Key Personnel changes follow Task Order guidelines for notification and replacement.	Government is notified of key personnel change NLT 15 business days prior to departure at least 95% of the time. There is no gap in key personnel 100% of the time.	Random sampling
Accurate Reporting	Contractor Actual Reports and Status Reports are accurate and submitted on time	100% compliance	100% inspection
Invoicing	Invoices are accurate, match Cost/Status reports, and are submitted by 10th of each month	100% compliance	100% inspection

4.3 CLIN X003 - CYBERSECRITY- - SailPoint Identity IQ Implementation

4.3.1 The contractor shall provide expertise in the Cybersecurity implementation of SailPoint Identity IQ to manage and govern points of access in files and application across the enterprise.

4.3.2 Integration of SailPoint Identity IQ with USPTO's authoritative sources including Active Directory, Probaris (HSPD-12), PALM/CEDR and DOC CLC (Learning Center).

4.3.3 Configuration of SailPoint Identity IQ (base platform) per CDM requirements attributes to be mapped and reported to DOC MUR on a periodic basis.

4.3.4 Installation and configuration of SailPoint Identity Lifecycle Module per USPTO Identity and Access Management Policy/Procedures (onboarding, provisioning, deactivation, termination.)

4.3.5 Develop training curriculum and provide training related Active Directory and Account Management teams on SailPoint Base Platform and Lifecycle Module. The training may include on-boarding, provisioning, deactivation, termination and others identified as necessary.

4.3.6 Provide comprehensive testing as identified by Cybersecurity in all affected systems

4.3.7 Provide reports, presentations, and other communication materials related to the performance of this task.

4.3.8 The contractor is required to test the systems identified and impacted by the deployment.

5. DELIVERABLES

All deliverables shall be submitted electronically to the TOM and the COR in a format that is compatible with Microsoft Office 2003 / Microsoft Project 2003 (or newer versions) and are subject to government review and acceptance. If a delivery date falls on a federal holiday, it shall be due the following business day.

Table 4 Deliverables Schedule

Section	Item	Description	Frequency	Due Date
4	Weekly Activity Report	Task Order Weekly Status Report	Weekly	
4	Project Status Report	Monthly Project Status Report	Monthly	
4.2.4	Physical Configuration Audit Report	Weekly PCA Status Report	Weekly	
4.1.7	Disaster Recovery (DR) and High Availability (HA) Solution and related documents	A fully exercised DR solution from a remote site, a fail-over capability to a remote site and an HA solution that will distribute the load throughout the continuous integration continuous delivery infrastructure.		TBD

4.1.1	Continuous Integration Continuous Delivery Solution and related documents	A full feature CICD pipeline for delivering deployment artifacts to production and migration of all the AIS to the CICD pipeline. This solution should provide the ability to manage, plan, schedule and control automated deployment pipelines and a set of quality controls gates and validations through which a piece of software must pass on its way to production release and deployment	TBD
4.2.5	Training Curriculum Plan and Execution	Development of training materials and conduct the training to familiarize the USPTO software developers in the proper use of the continuous integration continuous delivery platform technologies, process and procedure. This deliverable shall include the plan for transitioning operations into the following engagement.	Throughout the engagement
4.1.9	Application Lifecycle Management (ALM) solution and associated documents	Release planning solution that will federate all the data from OCIO critical partners to show progression of the development of an application. This solution automates the application versioning and release process. Provides the ability to manage, plan, schedule and control software builds through different stages and environments; including testing and deploying software releases.	TBD
4.1.6	Quality Assessment and Metrics Dashboard solution and associated documents	Implementation of a dashboard in various hierarchical views to display the quality of the software product in development. The dashboard shall display the relevant attributions of the progression of the software product development.	TBD
4.1.11	Physical Configuration Audit Automation solution and associated documents	An automated solution for performing Physical Configuration Audit and other system audits; reports and analysis of the PCA activities and outcomes.	TBD

4.1.10	CMDB Solution and associated documents	Delivery of the CMDB solution that will house federation of data from various resources. This solution must integrate with the Release Management and Continuous Delivery Pipeline modules to track assets required to deliver mission services are accurately and reliably recorded and available when needed for configuration management auditing processes. This information includes details for Configuration Item (CI) including hardware, software, documentation and application components. CIs are stored in the Configuration Management Database (CMDB)	CMDB Solution and associated documents
4.1.8.2	Migration of the CICM Platform to Cloud	Delivery of a well architected, frame worked, Governance, and scalable CICM platform cloud solution that must met agility, availability, security, reliability, performance efficiency, cost optimization and operational excellence. Migrating all CICM applications in portfolio and ensure that all dependencies are met and any application that migrate to the cloud will function as expected. Provides the capabilities of Blue/Green deployment, containerization, high-availability and CI/CD. Establish a cloud KPIs and performance baseline. This	TBD
4.1.1	Build Automation Report(s)	Provide AIS Phase I & Phase II up to date report with numbers of pipelines are completed and work in progress. Weekly	Include in weekly report
4.1.1	Automated Release Pipeline Report(s)	Provide Automated Release Pipeline Report. Weekly	Include in weekly report

4.2.5	Knowledge Base updates on configuration, process and procedures	Implementation of a robust self-service customizable CICM internal knowledge base or internal kb that shall provide users with important and easy to find intelligent searchable information. Users shall be able to find simpler answers to a technical information independently without submitting a user help request. Self-service portal shall minimize user help request submission and be integrated with other systems as required.		TBD
4.1.12	Software Library solution	Flexara App Portal technical and operational implementation process, design, and architecture decisions made jointly by the CICM and an expert consultant from Flexera, that helps establish the best practice approaches to integrating and managing the data, tools and processes to drive toward a successful business outcomes.		TBD
4.3.3	SailPoint Deployment	Deployment and configuration of SailPoint Identity IQ (Base platform), meeting CDM requirements.		TBD
4.3.2	SailPoint Configuration	Deployment and configuration of SailPoint Identity Lifecycle Module for onboarding, provisioning, deactivation, and termination.		TBD
4.3.4	Sailpoint Training	Providing technical training to the USPTO team about how to use SailPoint. (On-boarding, provisioning, deactivation, termination of user, CDM reporting and etc.)	Weekly & Monthly	

4.3.5	SailPoint Technical Documentation	Technical Documentation of architect and design documents, etc.	TBD
4.3.5	Knowledge Transfer	Briefing of All Results or Findings of each Task; approved and accepted pen Test Report	TBD

6. PLACE OF PERFORMANCE AND HOURS OF OPERATION

6.1. Primary Place of Performance

The primary place of performance is the U.S. Patent and Trademark Office Campus/Buildings at 600 Dulany Street, Alexandria, VA 22314. The Government reserves the right to designate another location.

6.2 Other Place of Performance

Authorization to perform off site requires COR approval prior to working at the alternate location.

6.3 Hours of Operation

6.3.1 The core hours of operation will be between 0600 and 1800 Eastern Standard Time, Monday through Friday (except Federal Holidays). The Contractor employees will be required to work other than normal business hours including evenings, weekends and holidays. The Contractor shall be available to meet and interact with USPTO personnel during the core hours.

6.3.2 As specified in the Task Order, hours of operation for Operational Support Hours may be up to 24 hours a day, seven (7) days a week. This can be supported through on-call support, or as specified in the Task Order.

6.4 Period of Performance

System	Base	Option Period 1	Option Period 2	Option Period 3
SCDAD AWARDED	01/01/2019 – 12/31/2019	01/01/2020 03/31/2020		
SCDAD CLIN-X001 - CIF	N/A	01/01/2020 – 08/21/2020	08/22/2020 – 12/31/2020	01/01/2021 – 09/30/2021
SCDAD CLIN-X002 - OPS	N/A	01/01/2020 – 08/21/2020	08/22/2020 – 12/31/2020	01/01/2021 – 09/30/2021
Cybersecurity CLIN-X003	N/A	01/01/2020 – 08/21/2020	08/22/2020 – 12/31/2020	01/01/2021 – 09/30/2021

7. STAFFING

7.1 Key Personnel

The Contractor shall identify and provide resumes for all Key Personnel. The Contractor shall permit the USPTO COR, TOM, and TL to review and approve the resumes of any personnel before their start date. The absence of Key Personnel and/or SMEs shall not be a point of failure. The Contractor is responsible for providing alternate(s) during any absences of Key Personnel and SMEs. Key Personnel for this task order is as follows:

Configuration Management Specialist (Lead)
Project Manager
Senior Subject Matter Specialist
Senior Project Manager

7.2 Contractor Team Organization

The Contractor shall be fully staffed for this task order no later than two (2) weeks from the first day of the task order performance, and be prepared to maintain a fully trained staff throughout the life of the task order. The Contractor shall provide a description of how to: organize the team, maintain team continuity and stability, manage individual and team performance, and how and when the team will be staffed (e.g., phase-in plan with key dates allowing work to begin as soon as practicable, team member transition during the project). The Contractor shall detail the skillset of the team, major roles and responsibilities, and identify any proposed key personnel (Resumes required).

7.3. Skills Required to Support This Task Order

The Contractor shall be knowledgeable with the CICM CORE Products and SailPoint Identity IQ:

- Jenkins
- SonarQube
  - *MySql*
- Nexus Community
- Nexus Pro
- Apache Subversion
- SCM Manager
- Git
- CloudBees Enterprise
  - *HAProxy*
  - *Jenkins Operations Center*
- SailPoint Identity IQ

8. SPECIAL REQUIREMENTS

8.1 Knowledge Transfer

8.1.1 As the USPTO prepares to complete a project with the assistance of a Contractor, it desires to preserve the knowledge that the Contractor has amassed over the duration of the project. This may be in addition to the requirements for the documentation required under the System Development Life Cycle (SDLC).

8.1.2 The Government plans for a two to four week Contractor transition-out phase, during which the Contractor shall provide the minimum staff to perform necessary transition at the task order level.

8.2 Administrative Requirements

8.2.1 The Contractor shall attend a Kick-Off Meeting with the CO and COR no later than five (5) business days after contract and each TO(s) date of award. The CO will schedule the contract level kick-off. The task level kick-off(s) will be scheduled by the COR with the Task Order Manager (TOM) in attendance as well.

8.2.2 Upon request and by the direction of the TOM, the Contractor shall provide meeting agendas and meeting preparation material no later than two (2) hours prior to a scheduled meeting. The contractor shall capture meeting minutes and action items during the meeting; and within one (1) business day distribute the minutes and action item list to the meeting attendees (or appropriate distribution list as agreed to and directed by the TOM).

8.2.3 The Contractor shall be available to meet with the TOM and COR upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. For meetings, USPTO will provide at least two hours advanced notice; however, this timeline may be shorter in the event of an emergency.

8.2.4 The Contractor shall not be provided with the access permission to the current CICD solution, i.e., Canary. Only government employees shall have access permission to Canary. The contractor shall not attempt to modify nor alter the Canary tool. The contractor shall then make the migration to the new CICD pipelines an utmost priority so that the contractor can have full access to the new CICD pipeline

9. SOW ATTACHMENTS

Attachment 1 The Physical Configuration Audit Policy

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER	
281P1952669	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
DOC50PAPT1600026	01/01/2019	1333BJ19F00280018		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No collect calls*)	8. OFFER DUE DATE / LOCAL TIME
		571-272-8014	

9. ISSUED BY — CODE 1333BJ
Office of Procurement
US Patent and Trademark Office
PO Box 1450-Mail Stop 6
600 Dulany St. MDE, 7th Floor
ALEXANDRIA, VA 22313-1450

10. THE ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN OWNED SMALL BUSINESS PROGRAM
[ ] HUBZONE SMALL BUSINESS
[ ] EDWOSB
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] 8(A)
NAICS: 541512
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %

[ ] 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE CGIFEDERAL — FACILITY CODE
CGI FEDERAL INC.
12601 FAIR LAKES CIR
FAIRFAX, VA 22033-4902
DUNS: 145969783

Telephone No.

18a. PAYMENT WILL BE MADE BY — CODE 1333BJ
OFFICE OF FINANCE
Dir. US Patent & Trademark Ofc
PO Box 1450
Mail Stop 17
Alexandria, VA 22313

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA
2019-A-00-281700-SECMSR-NONCOMP-2570-9122-S80000-281700-2019

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)
(b)(4)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN __ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED ___. _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)
	Chris Hannah

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)	31c. DATE SIGNED
		Chris Hannah	12/28/2018

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Table of Contents

Section	Description	Page Number
1	Continuation Sheet	4
	52.217-8 Option to Extend Services (Nov 1999)	4
	52.217-9 Option to Extend the Term of the Contract (Mar 2000)	4
	PTO-03 USPTO Invoices	5
	PTO-30 Release of Residual Funds (<$100)	6
	PTO-31 Release of Residual Funds (>$100)	6
	PTO-33 USPTO Personal Identity Verification Card Requirements for Contractors	7
	PTO-16 Contractor Notification Requirement (Mar 2010)	7
3	Documents, Exhibits, or Attachments	7

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for SCDAD Technical Support. The total task order ceiling price is (b)(4)

Number	Supplies or Services	Quantity	Unit	(b)(4) Total (Inc. disc
0001	Base Period Labor	1.000000	LOT	
	Period of Performance: 01/01/2019 - 12/31/2019			
	Description: SCDAD Technical Support - SDI NG Bridge Incremental Funding until 01/10/2019. The remaining funds of (b)(4) may be added via a modification as its becomes available. The total value of this CLIN is			
	Requisition Number: 281P1952669 - 0001			
	Additional Funding: 1. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 9122 - - 281700) (b)(4) 2. (2019 - A - 281700 - SECMSR - - S80000 - NONCOMP - 2570 - - - 8181 - - 281700)			
0002	Option Period 1 Labor	0.000000	LOT	(b)(4) $0.00
	Period of Performance: 01/01/2020 - 03/31/2020			
	Description: The total value of this CLIN is (b)(4)			
	Requisition Number: 281P1952669 - 0001			
	Pricing Options: Unexercised Option			

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal/miskell@uspto.gov Vendor: Kristel Bennett; Kristel.bennett@cgifederal.com.com

Accounting and Appropriations Data:

Accounting and Funding Total:

(b)(4)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 Days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years and 0 months (months)(years).

(End of clause)

PTO-03 USPTO Invoices

INVOICING AND PAYMENT INSTRUCTIONS

a) The Contractor shall submit invoices for services rendered and deliverables furnished, and shall submit separate invoices for each contract, task order, delivery order, etc. The Contractor shall submit the original invoice to the Office of Finance, along with a copy of the invoice to each of the addresses below. Submission via email is preferred.

	By mail:	**By email:**
Original	U.S. Patent and Trademark Office Office of Finance Mail Stop 17 P.O. Box 1450 Alexandria, VA 22313-1450	OfficeofFinance(@uspto.gov
Copy 1 - COR	U.S. Patent and Trademark Office *Vendor Management Division* *Neal Miskell, COR* *600 Dulany Street, MDW 04XX* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*neal.miskell*@uspto.gov
Copy 2 – OP [include as needed]	*U.S. Patent and Trademark Office* *Office of Procurement,* *Dennis Jolliffe, Contract Specialist* *MDE RM 07D20* *Mail Stop 6* *P.O. Box 1450* *Alexandria, VA 22313-1450*	*dennis.jolliffe@uspto.gov*

In addition to original invoices, all revised or subsequent invoices, or invoice correspondence, shall also be addressed to the parties above.

b) To constitute a proper invoice, the Contractor's invoice shall include:

1) Name and address of the business concern
2) Contractor DUNS number (or DUNS+4)
3) Invoice date and invoice number
4) Contract number (including order number and contract line item number (CLIN))
5) Task Order (or BPA Call) Number and Title (as applicable)
6) Taxpayer Identification Number (TIN) (if required)
7) Period covered by the invoice
8) Terms of any applicable discount(s)
9) Shipping number and date of shipment (if applicable)
10) Bill of lading number and weight of shipment (if applicable)
11) Name, title, address, and phone number of the official to whom payment is to be sent
12) Name, title, address, and phone number of person to notify in the event of a defective invoice
13) Description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered, including:

a. Total task order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, and hourly rates, should be listed and broken down separately for the total contract prior to the current invoice.

b. Total Current Period: all labor (individually listed) categories, hours being billed, and hourly rates, should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if

more than one site.

c. Total Contract Costs To-Date: all labor categories (individually listed), hours being billed, and hourly rates should be listed and broken down separately for the total contract through the current invoice.

14) For OCIO contracts, identify all applicable Project/Program/Activity (PPA) codes.

c) **The Contractor shall clearly mark its final invoice for payment as "Final Invoice for Payment."** A final invoice represents the amount remaining to be paid by the USPTO to the Contractor for services rendered, which, once paid, will represent the final total cumulative value of the contract. In addition to the parties identified in paragraph (a), the Contractor shall provide a copy of the final invoice to the Contracting Officer identified in the contract.

d) The Government may reject any invoice that contains billing errors, improperly billed costs, or otherwise fails to comply with any invoice or other contractual requirement. If deliverables or services are rejected for failure to conform to contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the acceptance of replacement deliverables or services.

e) Costs being billed for individual task orders, delivery orders, etc. shall be invoiced separately; billing for more than one task order, delivery order, etc. per invoice is not allowed.

INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for services rendered and deliverables furnished during the previous month, or otherwise as agreed upon.

ELECTRONIC PAYMENT INFORMATION

a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (Jul. 2013), shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

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

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

These terms and conditions incorporate new System for Awards Management (SAM) requirements.

(End of clause)

PTO-30 Release of Residual Funds (<$100)

RELEASE OF RESIDUAL FUNDS (<$100)

Upon completion of the contract period of performance and receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above-referenced contract have been satisfied. If residual funds on the contract total $100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above-referenced contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

PTO-31 Release of Residual Funds (>$100)

RELEASE OF RESIDUAL FUNDS (>$100)

If funds greater than $100 remain on this contract after completion of the contract period of performance and receipt and payment of the final invoice, the government will deobligate the remaining funds as follows:

For time and material (T&M) or labor hour (LH) awards, or awards containing T&M or LH CLINs:
It is understood and agreed that all outstanding obligations incurred on T&M or LH contract CLINs have been satisfied. Therefore, the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract, and the government will automatically deobligate the residual funds without further communication with the vendor.

For firm-fixed price (FFP) awards, or awards containing FFP CLINs:
The government will issue a bilateral modification to authorize release of those funds. The Contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The govern-

ment shall not be held liable for the payment of any further invoices submitted under this contract. The Contractor will have up to 30 calendar days after issuance of the modification to sign the modification and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds, and releases the government from any future liability stemming from or related to this contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

PTO-33 USPTO Personal Identity Verification Card Requirements for Contractors

The USPTO is committed to maintaining secure access to its information technology (IT) systems through the use of Personal Identity Verification (PIV) Cards as set forth in Homeland Security Presidential Directive 12 (HSPD-12) and Department of Commerce Federal Information Processing Standards and Special Publications. Contractors with an expected service period of 180 day or more, requiring access to PTONet, and who require access to PTO facilities or use PTO equipment, will be required to obtain PIV cards. Within three (3) business days of the beginning of the period of performance, Contractors requiring a PIV shall provide the following information to the Contracting Officer's Representative (COR):

(1) Display Name [Last Name, First Name (Name of Employer)]
(2) First Name (Note*this must be spelled identically to how it was provided in their security information)
(3) Last Name (Note*this must be spelled identically to how it was provided in their security information)
(4) Suffix
(5) Date of Birth
(6) USPTO Email Address
(7) Employee Affiliation
(8) Log-On-ID
(9) Citizenship Code
(10) Employee ID

The Contractor shall provide any additional information, as requested by the COR, determined to be necessary for issuance of a PIV Card.

(End of Clause)

PTO-16 Contractor Notification Requirement (Mar 2010)

The Contractor is required to notify the Contract Officer's Representative (COR) within one business day upon temporary or permanent termination of a Contractor employee, when that Contractor employee has USPTO system access rights, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

Section 3 - Documents, Exhibits, or Attachments

Identifier	Title	Date	Number of Pages
1	Limitation of Funds Clause	12/28/2018	
2	Labor Hours Breakdown	12/28/2018	
3	STATEMENT OF WORK	12/28/2018	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
DOC50PAPT1600026	

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P20003	04/23/2020		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE. 7th Floor ALEXANDRIA, VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ20F00280020
	X	10B. DATED (SEE ITEM 11) 12/16/2019
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: CONTRACTOR ☒ is not. ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the Task Order Manager (TOM) from Fernando Boccanera to William Wheeler.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Users, Brown, Aliza	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		By Brown, Aliza _____ (Signature of Contracting Officer)	05/19/2020

Aliza Y Brown
Users, Brown, Aliza
Date: 2020.05.19 11:41:23 -04'00'

Table of Contents

Section	Description	Page Number

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for Exploring Search Technologies Phase 2 Support. The total task order base and option 1 ceiling price is (b)(4)

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal.miskell@uspto.gov Vendor: Erin L. Harrison ; erin.harrison@cgifederal.com.com TOM; William Wheeler; william.wheeler@uspto.gov

Accounting and Appropriations Data:

Accounting and Funding Total:	
Original:	(b)(4)
Change:	
Current:	

Procurement Sensitive Information
CGI Federal Inc.

No.	Labor Category		Current Bridge On-Site	Current Bridge Off-Site Option	On-Site Rates POP: April 1, 2019 -	Off-Site Rates POP: April 1, 2019 -
1	Security Architect		(b)(4)			
2	Solutions Architect					
3	Data Architect					
4	Information Architect					
5	Software Architect					
6	Principal Software Engineer					
7	Senior Software Engineer					
8	Junior Software Engineer					
9	Principal Systems Engineer					
10	Senior Systems Engineer					
11	Junior Systems Engineer					
12	Principal Systems Analyst/Programmer					
13	Senior Systems Analyst/Programmer					
14	Junior Systems Analyst/Programmer					
15	Senior Systems Programmer					
16	Junior Systems Programmer					
17	Principal Network Engineer					
18	Network Engineer					
19	Senior Systems Administrator					
20	Junior Systems Administrator					
21	Senior Data Administrator					
22	Junior Data Administrator					
23	Senior Database Administrator					
24	Junior Database Administrator					
25	Senior Network Administrator					
26	Junior Network Administrator					
27	Subject Matter Specialist					
28	Technical Writer/Editor					
29	Administrative Specialists					
30	Administrative Specialists (Senior)					
31	Business Process Reengineering (Junior)					
32	Business Process Reengineering Specialist					
33	Business Process Reengineering Specialist (Senior)					
34	Configuration Management Specialist (Associate)					
35	Configuration Management Specialist (Intermediate)					
36	Configuration Management Specialist (Lead)					
37	Information Resource Management Analyst					
38	Project Control Specialist					
39	Project Manager					
40	Quality Assurance Analyst					
41	Quality Assurance Manager					
42	Quality Assurance Specialist					
43	Test Engineer (Associate)					
44	Test Engineer (Intermediate)					
45	Test Engineer (Senior)					
46	Functional Analyst					
47	Functional Analyst (Senior)					

LABOR CATEGORIES SDI-NG

Labor Codes	Labor Category
1	Security Architect
2	Solutions Architect

3	Data Architect
4	Information Architect

5	Software Architect
6	Principal Software Engineer
7	Senior Software Engineer
8	Junior Software Engineer

9	Principal Systems Engineer
10	Senior Systems Engineer
11	Junior Systems Engineer
12	Principal Systems Analyst/Programmer

13	Senior Systems Analyst/Programmer
14	Junior Systems Analyst/Programmer
15	Senior Systems Programmer
16	Junior Systems Programmer
17	Principal Network Engineer

18	Network Engineer
19	Senior Systems Administrator
20	Junior Systems Administrator
21	Senior Data Administrator
22	Junior Data Administrator
23	Senior Database Administrator
24	Junior Database Administrator

25	Senior Network Administrator
26	Junior Network Administrator
27	Subject Matter Specialist
28	Technical Writer/Editor
29	Administrative Specialists
30	Administrative Specialists (Senior)

31	Business Process Reengineering (Junior)
32	Business Process Reengineering Specialist
33	Business Process Reengineering Specialist (Senior)
34	Configuration Management Specialist (Associate)
35	Configuration Management Specialist (Intermediate)

36	Configuration Management Specialist (Lead)
37	Information Resource Management Analyst
38	Project Control Specialist
39	Project Manager
40	Quality Assurance Analyst
41	Quality Assurance Manager

42	Quality Assurance Specialist
43	Test Engineer (Associate)
44	Test Engineer (Intermediate)
45	Test Engineer (Senior)

46	Functional Analyst
47	Functional Analyst (Senior)
48	Senior Solutions Architect

49	Principal Data Architect
50	Senior Data Architect

51	Principal Information Architect
52	Principal Software Architect

53	Sr. Principal Software Engineer
54	Mid-level Software Engineer
55	Senior Principal Systems Engineer
56	Principal Subject Matter Specialist

57	Senior Subject Matter Specialist
58	Senior Project Manager
59	User Experience Technical Lead

60	Senior User Experience Designer
61	Junior User Experience Designer
62	Senior Interaction Designer
63	Interaction Designer
64	Principal QA Automation Specialist
65	Principal Business Analyst

66	Senior Business Analyst
67	Business Analyst

68	Senior Business Intelligence Developer
69	Business Intelligence Developer

70	Business Intelligence Architect

71	Senior COTS/Middleware Expert

72	COTS Consulting Technology Expert
73	Senior Software Developer
74	Mid-Level Software Developer

75	Junior Software Developer
76	ncipal Developer for Targeted Environm

77	enior Developer for Targeted Environme
78	unior Developer for Targeted Environme

79	ile Writer/ Editor for Targeted Environme
80	Agile Test Coordinator

Category Skills/Requirements
The Security Architect learns the key security and privacy requirements and uses them to select the appropriate technology and design secure business solutions. The range of solutions extends to the appropriate use of PKI, intrusion detection, VPNs, single sign-on, firewalls, and all elements of application-level security. Possesses extensive knowledge and experience in information technology security design, operations, encryption, information access, and authentication processes. Provides competent leadership, and highly specialized and technical guidance, to complex security-related architectural challenges. Simultaneously plans, manages, and provides technical oversight for security architecture activities. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific security architecture discipline(s) described in an actual task order proposal.
Provides competent leadership, and highly specialized and technical guidance to complex solutions architecture challenges, including but not lim-ited to, the evaluation of technologies, including Java and J2EE, software including COTS, products, custom and reusable components, internal systems, data exchange tools, and application integration methodologies. Provides expert advice on industry and solution trends to customers in analyzing and planning their current and future IT needs. Provides expertise in applying the enterprise architecture for business or technical ac-tivities to a specific system or function. Simultaneously plans, manages, and provides technical oversight for solutions architecture activities. Gathers customer's business re-quirements, translating those requirements into cost-effective solution strategies, frame-works and architectures; guides the implementation of these solutions to deliver high quality results to meet or exceed customer expectations in a timely manner. May act as Chief Architect on a project team to lead and oversee solution implementation and pro-ject delivery. Directs completion of tasks within estimated time frames and budget con-straints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Man-ager for one or more task orders. Has extensive experience in project management and specific solutions architecture discipline(s) described in an actual task order proposal.

The Data Architect designs databases to support the development of application solutions and is responsible for the design of the data used, updated, and produced by the application. The data architect uses data modeling to help generate application solutions. Provides competent leadership, and highly specialized and tech-nical guidance, to complex data architectural challenges. Simultaneously plans, man-ages, and provides technical oversight for data architecture activities. Directs comple-tion of tasks within estimated time frames and budget constraints. Schedules and as-signs duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task or-ders. Has extensive experience in project management and specific data architecture discipline(s) described in an actual task order proposal.

Provides competent leadership, and highly specialized and technical guidance to complex information architecture challenges, including but not lim-ited to, the evaluation of technologies, including knowledge management (including con-tent management tools, automatic categorization and clustering tools, tools for creating and managing thesauri), web site maps, content maps, page schematics, construction processes, and accessibility. Provides expert advice on industry and information trends to customers in analyzing and planning their current and future IT needs. Provides ex-pertise in applying the enterprise architecture for business or technical activities to a specific information system or information function, ensuring consistency and correct-ness of system information. Simultaneously plans, manages, and provides technical oversight for information architecture activities. Gathers customer's business require-ments, translating those requirements into cost-effective information architectural strategies and frameworks; guides the implementation of these to deliver high quality results to meet or exceed customer expectations in a timely manner, with an emphasis on ease of navigation, simplicity of design for the customer as well as the development team. May act as Chief Architect on a project team to lead and oversee implementation and project delivery. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project man-agement and specific information architecture discipline(s) described in an actual task order proposal.

Provides competent leadership, and highly specialized and technical guidance to complex software architecture challenges, including but not lim-ited to, the evaluation of technologies, including architectural patterns, architectural modeling (especially using UML), architectural views, component specification, and de-sign principles (such as encapsulation and system decomposition). Provides expert ad-vice on industry and software trends to customers in analyzing and planning their cur-rent and future IT needs. Provides expertise in applying the enterprise architecture for business or technical activities to a specific information system or software function. Simultaneously plans, manages, and provides technical oversight for software architec-ture activities. Gathers customer's business requirements, translating those require-ments into cost-effective software strategies, frameworks and architectures; guides the implementation of these to deliver high quality results to meet or exceed customer ex-pectations in a timely manner, from requirements to specifications, to validation and testing. May act as Chief Architect on a project team to lead and oversee implementa-tion and project delivery. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project man-agement and specific software architecture discipline(s) described in an actual task or-der proposal.
Provides competent leadership, and highly special-ized and technical guidance to complex software engineering challenges. Simultane-ously plans, manages, and provides technical oversight for software engineering activi-ties, including, but not limited to, analysis and design; software development cost and schedule estimation; use of accepted software engineering practices, design tech-niques, and tools; and review of legacy systems. Directs completion of tasks within es-timated time frames and budget constraints. Schedules and assigns duties to subordi-nate, and formulates and enforces work standards. Coordinates with the Program Man-ager and Deputy Program Manager to ensure problem resolution and customer satis-faction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific software engineering disciplines de-scribed in an actual task order proposal.
Provides highly technical and specialized guidance, and solutions to complex software engineering challenges. Performs software engineering analysis and design; estimates software development costs and schedule; leads sys-tems design, development, and integration activities using accepted software engineer-ing practices and design techniques. May serve as Task Order Manager for one or more task orders. Has substantive experience in specific software engineering disci-pline(s) described in an actual task order proposal.
Provides technical and specialized solutions to complex software engineering challenges. Performs software engineering analysis and design; estimates software development costs and schedule; leads systems design, develop-ment, and integration activities using accepted software engineering practices and de-sign techniques. Typically required to work as a team member under supervision and management of senior personnel. Has experience in the specific software engineering discipline(s) described in an actual task order proposal.

Provides competent leadership and highly specialized and technical guidance to complex system engineering challenges. Simultaneously plans, manages, and provides technical oversight for system engineering activities. En-sures systems and applications are compliant with standards for open systems architec-tures, reference models, and profiles. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and for-mulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific system engineering discipline(s) described in an ac-tual task order proposal.
Provides highly technical and specialized guidance, and solutions to complex system engineering challenges. Performs analyses, studies, and reviews for architecture, standards, and system life cycle activities; evaluates analyti-cally and systematically problems of workflows, organization, planning, interoperability, portability, and scalability and develops appropriate corrective action; and ensures sys-tems and applications are compliant with standards for open systems architectures, ref-erence models, and profiles as they apply to the specification and implementation of so-lutions on the application platform, across the application program interface, and the ex-ternal environment/software application. May serve as Task Order Manager for one or more task orders. Has substantive experience in the specific system engineering disci-pline(s) described in an actual task order proposal.
Provides technical and specialized solutions to complex software engineering challenges. Performs analyses, studies, and reviews for architec-ture, standards, and system life cycle activities; evaluates analytically and systemati-cally problems of workflows, organization, planning, interoperability, portability, and scalability and develops appropriate corrective action; and ensures systems and appli-cations are compliant with standards for open systems architectures, reference models, and profiles as they apply to the specification and implementation of solutions on the application platform, across the application program interface, and the external envi-ronment/software application. Typically required to work as a team member under su-pervisions and management of senior personnel. Has experience in the specific sys-tems engineering discipline(s) described in an actual task order proposal.
Provides competent leadership and ad-ministrative direction to complex information systems challenges. Simultaneously plans, manages, and provides technical oversight for systems analysis and software develop-ment activities. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Man-ager for one or more task orders. Has extensive experience in project management and specific analysis and programming discipline(s) described in an actual task order pro-posal.

Provides highly technical and specialized guidance, and solutions to complex information systems challenges. Analyzes, designs, codes, and tests system software components, databases, and applications possessing a wide range of capabilities. Develops plans, analyzes the problem and information to be processed; defines the problem, and develops system requirements and pro-gram/technical specifications; develops programs, tests, debugs, and refines the soft-ware; prepares program and customer-level documentation; enhances and maintains software; and provides technical direction to junior programmers. May serve as Task Order Manager for one or more task orders. Has substantive experience in the specific analysis and programming discipline(s) described in an actual task order proposal.
Performs analysis, design, coding, and test-ing for system software components, databases, and applications possessing a wide range of capabilities (e.g., engineering, business, and records management functions); develops requirements and technical specifications; prepares program and customer-level documentation; assists senior analysts in preparing input and test data for the pro-posed system; and enhances and maintains software. Typically required to work as a team member under the supervision of direction of senior personnel. Has experience in the specific analysis and programming discipline(s) described in an actual task order proposal.
Provides highly technical and specialized guidance, and solutions to complex systems programming challenges. Performs analysis, design, coding, and testing of operating system and utility program components of automated information systems. Modifies and maintains existing software as well as creates spe-cial-purpose software to maintain efficiency and integrity between systems and applica-tions. Develops plans, analyzes the problem and information to be processed; defines the problem, and develops system requirements and program/technical specifications; provides technical direction to junior programmers. May serve as Task Order Manager for one or more task orders. Has substantive experience in the specific systems pro-gramming discipline(s) described in an actual task order proposal.
Performs analysis, design, coding, and testing of op-erating system and utility program components of automated information systems. Modifies and maintains existing software as well as creates special-purpose software to maintain efficiency and integrity between systems and applications. Typically required to work as a team member under the supervision of direction of senior personnel. Has ex-perience in the specific systems programming discipline(s) described in an actual task order proposal.
Provides competent leadership, and highly specialized and technical guidance to Network Engineering challenges. Has advanced experience in the design, implementation, installation, configuration, and maintenance of network devices such as routers, hubs, and gateways to enable connectivity between servers, local and wide area networks, etc. Simultaneously plans, manages, and provides tech-nical oversight for Network Engineering activities. Directs completion of tasks within es-timated time frames and budget constraints. Schedules and assigns duties to subordi-nates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer sat-isfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and Network Engineering discipline(s) and technolo-gies described in an actual task order proposal.

Has experience in the design, implementation, installation, configuration, and maintenance of network devices such as routers, hubs, and gateways to enable connectivity between servers, local and wide area networks, etc. May serve in senior or junior positions, depending on experience. May serve as Task Order Manager for one or more task orders. Has experience in Network Engineering discipline(s) and technologies described in an actual task order proposal.
Provides highly specialized and technical guidance to System Administration challenges for systems of varying size and complexity. Per-forms day-to-day monitoring of system activities, analysis of system utilization and re-sources, capacity control, performance tuning, coordination of system upgrades or fixes, adding/deleting users from the system, and generates reports as required. Provides di-rection to Junior Systems Administrators. May serve as Task Order Manager for one or more task orders. Has substantive experience in System Administration discipline(s) and technologies described in an actual task order proposal.
Typically required to work as a team member under the supervision of senior personnel. Performs day-to-day monitoring of system activi-ties, analysis of system utilization and resources, capacity control, performance tuning, coordination of system upgrades or fixes, adding/deleting users from the system, and generates reports as required. Has experience in System Administration discipline(s) and technologies described in an actual task order proposal.
Provides highly specialized and technical guidance to Data Administration challenges. Manages and maintains data models and repositories, ensuring consistency and conformance with established guidelines and agency policy. Advises on data element definition, data presentation and analysis and tools. Provides direction to Junior Data Administrators. May serve as Task Order Manager for one or more task orders. Has substantive experience in Data Administration discipline(s) and technologies described in an actual task order proposal.
Typical required to work as a team member under the supervision of senior personnel. Manages and maintains data models and repositories, ensuring consistency and conformance with established guidelines and agency policy. Advises on data element definition, data presentation and analysis and tools. Has experience in Data Administration discipline(s) and technologies described in an actual task order proposal.
Provides highly specialized and technical guidance to Database Administration challenges. Performs duties including the monitoring and maintenance of databases, installation of database software upgrades, monitoring of database backups, standardization and implementation of databases to improve the management of production and test environments. Supports users by resolving problems with applications' databases. Provides direction to Junior Database Administrators. May serve as Task Order Manager for one or more task orders. Has substantive ex-perience in Database Administration discipline(s) and technologies described in an actual task order proposal.
Typically required to work as a team member under the supervision of senior personnel. Performs duties including the monitoring and main-tenance of databases, installation of database software upgrades, monitoring of data-base backups, standardization and implementation of databases to improve the man-agement of production and test environments. Supports users by resolving problems with applications' databases. Has experience in Database Administration discipline(s) and technologies described in an actual task order proposal.

Provides highly specialized and technical guidance to Network Administration challenges. Has experience in the installation, configuration, maintenance and administration of file servers and other devices with multiple network operating systems. Provides direction to Junior Network Administrators. May serve as Task Order Manager for one or more task orders. Has substantive experience in project management and Network Administration discipline(s) and technologies described in an actual task order proposal.
Has experience in the installation, configuration, maintenance and administration of file servers and other devices with multiple network operating systems. Typically required to work as a team member under the supervision of senior personnel. Has experience in Network Administration discipline(s) and tech-nologies described in an actual task order proposal.
Performs as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, finance and other areas as required by specific task orders. Provides highly technical and/or specialized guidance concerning IT solutions to complex information processing prob-lems related to the subject matter field; performs analyses and studies; prepares reports and gives presentations; works independently or as a member of a team. Has knowl-edge and skills applicable to an actual Task Order proposal and so recognized in the professional community as an expert in the field.
Assists in collecting and organizing information required for preparation of deliverables; ensures the use of proper technical terminology; performs technical writing, editing, proofreading, and integration of computer-based material to produce document deliverables; and translates technical information into clear, readable documents to be used by technical and non-technical personnel. Has knowledge and skills in technical documentation and presentation techniques, to include technical writ-ing, technical proofreading, and technical editing. Demonstrates excellent command and articulation of the English language. Has superior grammatical skills.
Provides administrative support such as technical typing, editing of word processing and other computer-based manuscripts, integration of various sources into a cohesive product which may be delivered as computer-based magnetic media, preparation of graphical and narrative presentation material. provides assistance with maintaining personnel and other files; prepares correspondence, schedules and coordinates travel. Supports the development of contract deliverables and reports by developing and updating graphic presentations to improve the quality and enhance the usability of these documents. Responsible for integrating the graphics generated with automated tools and the deliverable documents.
Provides administrative support such as technical writing, proofreading, technical editing of word processing and other computer-based documents, integration of various sources into a cohesive product which may be delivered as computer-based magnetic media, preparation of graphical and narrative presentation material. Assists in the preparation of management plans and reports. Coordinates schedules to facilitate completion of proposals, contract deliverables, task order review, briefings/presentations. Performs analysis, development and review of program or functional areas, as required.

Assists with appling business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Should apply as appropriate, activity data modeling, transaction flow analysis, and internal control and risk analysis, modern business methods and applies performance measurement techniques. Assist in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated systems. Helps identify best practices and creating and assessing performance measurements.
Applies process improvement and re-engineering methodologies and principles to conduct process modernization projects. Responsible for effective transitioning of existing project teams and the facilitation of project teams in the accomplishment of project activities and objectives. Additional duties may include activity and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering efforts.
Applies process improvement and reengineering methodologies and principles to conduct process modernization projects. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering efforts. Should apply as appropriate, activity data modeling, transaction flow analysis, and internal control and risk analysis, modern business methods and applies performance measurement techniques. Assist in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and system architecture objectives. Senior level supervisors provide daily supervision and direction to staff.
Supports configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting and configuration audits. Supports configuration planning. Identifies and maintains the original configuration of requirements documentation, design documentation, and related documentation. Responsible for configuration change control. Supports the change process so that only approved and validated changes are incorporated into product documents and related software. Responsible for configuration status accounting. Tracks all problems and changes in product documents and reports changes and current configuration. Responsible for configuration audits. Supports audits to verify that requirements of all baselines have been met. Supports the quality assurance process audits.
Responsible for configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting and configuration audits. Responsible for configuration planning. Identifies and maintains the original configuration of requirements documentation, design documentation, and related documentation. Responsible for configuration change control. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software. Responsible for configuration status accounting. Tracks all problems and changes in product documents and reports changes and current configuration. Responsible for configuration audits. Supports audits to verify that requirements of all baselines have been met. Supports quality assurance process audits.

Responsible for configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting and configuration audits. Responsible for configuration planning. Identifies and maintains the original configuration of requirements documentation, design documentation, and related documentation. Responsible for configuration change control. Regulates the change process so that only approved and validated changes are incorporated into product documents. Responsible for configuration status accounting. Tracks all problems and changes in product documents and reports changes and current configuration. Responsible for configuration audits. Supports audits to verify that requirements of all baselines have been met. Supports quality assurance process audits.
Ensures problem resolution and customer satisfaction for individual Task Orders. Performs technical and administrative efforts for tasks, including review of work products for correctness, compliance with industry-accepted standards, federal government legislative and regulatory requirements and user standards specified in Task Orders. Develops requirements of IT product/service (including specifications, feasibility studies, requirement analysis, etc.) from inception to conclusion on simple to complex projects.
Directs all financial management and administrative activities, such as budgeting, manpower and resource planning, and financial reporting. Performs complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues which would require a report and recommend solutions. Develops work breakdown structures, prepare charts, tables, graphs and diagrams to assist in analyzing problems. Provides daily supervision and direction to staff.
Serves as the project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Program Manager in working with the Government Contracting Officer (KO), the task order-level TMs, Government management personnel and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.
Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure Government standards/requirements are adhered to, and for progress in accordance with schedules. Coordinates with the Project Manager and/or Quality Assurance Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates and end user representatives.
Establishes and maintains a process for evaluating software and associated documentation. Determines the resources required for quality control. Maintains the level of quality throughout the software life cycle. Conducts formal and informal reviews at pre-determined points throughout the development life cycle. Provides daily supervision and direction to support staff.

Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develops and defines major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources. Establishes and maintains a process for evaluating hardware, software, and associated documentation and/or assists in the evaluation. Conducts and/or participates in formal and informal reviews at pre-determined points throughout the development life cycle.
Performs formal system testing activities for a particular project or subset of a larger project under supervision of more experienced test personnel. May participate in support of user requirements for simple to moderately complex software/hardware applications under the direction of a Senior Test Engineer. Executes defined test cases and procedures as detailed in the test documentation. Assists with the collection of data and technical information used in the development of test documentation. Assists in the development of test data to be used in performing required tests. Responsible for documentation of test results in the proper logs and/or tracking systems. Participates in selected phases of risk management assessment and software or IT system development under the direction of more experienced personnel. May participate in the development of test scripts and is responsible for ensuring proper execution of those test scripts. Under the direction of more experienced personnel, may be responsible for ensuring that test designs and documentation supports selected client, agency or industry standards and time lines.Responsible for ensuring that testing conclusions and recommendations are supported by test results. Responsible for or assists in the analysis of test results and documents conclusions.
Performs analysis of documented user requirements and directs or assists in the design of test plans in support of user requirements for moderately complex to complex software or IT systems. Reviews user application system requirements documentation; designs, defines and documents unit and application test plans; transforms test plans into test scripts and executes those scripts. May participate in all phases of risk management assessment and software/hardware development under the direction of a Senior Test Engineer. Responsible for ensuring proper execution of test scripts and documentation of test results in test logs or defect tracking systems. Responsible for ensuring that the test designs and documentation support all applicable client, agency or industry standards, time lines and budgets. Responsible for the development of test data to be used in performing the required tests. Responsible for ensuring that testing conclusions and recommendations are fully supported by test results, and those project managers are fully informed or testing status and application deviations from documented user requirements. Responsible for/or assists in the analysis of test results, documents conclusions and makes recommendations as supported by such analysis.
Subject matter expert providing testing expertise for support of user requirements of complex to highly complex software applications or IT systems. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. Responsible for ensuring that the test design and documentation support all applicable client, agency or industry standards time lines and budgets. Responsible for ensuring that testing conclusions and recommendations are fully supported by test results, and project managers are fully informed of testing status and application deviations from documented user requirements.

Analyzes customer/mission needs to determine functional requirements. Performs functional analysis to identify required tasks and their interrelationships. Identifies resources required. Possesses requisite knowledge and expertise in the requirements field. Works with engineers on systems integration.
Analyze user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Performs functional analysis to identify required tasks and their interrelationships. Possesses expert knowledge and experience in the requirements and integration. Works with engineers on systems integration. Provides daily supervision and direction to support staff.
Provides unique, specialized technical direction, guidance, and design within a specific technology area to solve complex solution architecture challenges. Has either 10 - 15 years of direct experience as an architect or has unique expertise with a specific technology such as Documentum, CA Advantage Gen, Marklogic, IBM Websphere, and Oracle. Or is capable of providing specialized Lucent/Solr search technology and other enterprise search related tools and technology. Provides expert advice on "search solution" trends to customers in analyzing and planning their current and future IT needs. Provides expertise in applying the Enterprise Search architecture for business or technical activities to a specific system or function. Simultaneously plans, manages, and provides technical oversight for search solutions architecture activities. Translates customer requirements into cost-effective solution strategies, frameworks and architectures and then guides the implementation of these solutions to deliver high quality results to highly complex problems to meet or exceed customer expectations in a timely manner. Provides expert advice on industry and solution trends to customers in analyzing and planning their current and future IT needs. Provides hands-on expertise to address issues and direct other highly technical staff resources. Develops data warehousing blueprints, evaluates hardware and software platforms, evaluates technologies, including Java and J2EE, software including COTS, products, custom and reusable components, internal systems, data exchange tools, and application integration methodologies. Ensures proposed systems are compatible and in compliance with requested standards. Acts as a trusted technical advisor to senior client staff such as the Chief Information Officer and Chief Technology Officer. May act as Chief Architect at the program level or on a project team to ensure integration across projects and to lead and oversee solution implementation and project delivery. Facilitates change control, problem management, and communication among data architects, programmers, analysts, and engineers. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces

The Principal Data Architect designs databases to support the development of application solutions and is responsible for the design of the data used, updated, and produced by the application. The Principal data architect uses data modeling to help generate application solutions. Provides competent leadership, and highly specialized and technical guidance, to complex data architectural challenges. Simultaneously plans, manages, and provides technical oversight for data architecture activities. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific data architecture discipline(s) described in an actual task order proposal. May perform as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, finance and other areas as required by specific task orders.
Provides competent leadership, and highly specialized and technical guidance to complex data architecture challenges. The Senior Data Architect designs databases to support the development of application solutions and is responsible for the design of the data used, updated, and produced by the application. The Senior data architect uses data modeling to help generate application solutions. Provides competent leadership, and highly specialized and technical guidance, to complex data architectural challenges. Simultaneously plans, manages, and provides technical oversight for data architecture activities. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific data architecture discipline(s) described in an actual task order proposal.

Provides competent leadership, highly specialized and technical guidance to complex information architecture challenges, including but not limited to, the evaluation of technologies, including knowledge management (including content management tools, automatic categorization and clustering tools, tools for creating and managing thesauri), web site maps, content maps, page schematics, construction processes, and accessibility. Provides expert advice on industry and information trends to customers in analyzing and planning their current and future IT needs. Provides expertise in applying the enterprise architecture for business or technical activities to a specific information system or information function, ensuring consistency and correctness of system information. Simultaneously plans, manages, and provides technical oversight for information architecture activities. Gathers customer's business requirements, translating those requirements into cost-effective information architectural strategies and frameworks; guides the implementation of these to deliver high quality results to meet or exceed customer expectations in a timely manner, with an emphasis on ease of navigation, simplicity of design for the customer as well as the development team. May act as Chief Architect on a project team to lead and oversee implementation and project delivery. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific information architecture discipline(s) described in an actual task order proposal. May performs as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, finance and other areas as required by specific task orders.
Provides competent leadership, and highly specialized and technical guidance to complex software architecture challenges, including but not limited to, the evaluation of technologies, including architectural patterns, architectural modeling (especially using UML), architectural views, component specification, and design principles (such as encapsulation and system decomposition). Provides expert advice on industry and software trends to customers in analyzing and planning their current and future IT needs. Provides expertise in applying the enterprise architecture for business or technical activities to a specific information system or software function. Simultaneously plans, manages, and provides technical oversight for software architecture activities. Gathers customer's business requirements, translating those requirements into cost-effective software strategies, frameworks and architectures; guides the implementation of these to deliver high quality results to meet or exceed customer expectations in a timely manner, from requirements to specifications, to validation and testing. May act as Chief Architect on a project team to lead and oversee implementation and project delivery. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific software architecture discipline(s) described in an actual task order proposal. May perform as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, finance and other areas as required by specific task orders.

Provides competent leadership, and highly specialized and technical guidance to complex software engineering challenges. Simultaneously plans, manages, and provides technical oversight for software engineering activities, including, but not limited to, analysis and design; software development cost and schedule estimation; use of accepted software engineering practices, design techniques, and tools; and review of legacy systems. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinate, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific software engineering disciplines described in an actual task order proposal. May Perform as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, finance and other areas as required by specific task orders and so recognized in the professional community as an expert.
Provides technical and specialized solutions to complex software engineering challenges with minimal day-to-day guidance. Performs software engineering analysis and design; estimates software development costs and schedule; leads systems design, development, and integration activities using accepted software engineering practices and design techniques. Typically required to work as a team member under supervision and management of senior personnel. Has experience in the specific software engineering discipline(s) described in an actual task order proposal.
Provides competent leadership and highly specialized and technical guidance to complex system engineering challenges. Simultaneously plans, manages, and provides technical oversight for system engineering activities. Ensures systems and applications are compliant with standards for open systems architectures, reference models, and profiles. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Manager for one or more task orders. Has extensive experience in project management and specific system engineering discipline(s) described in an actual task order proposal. May Perform as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, finance and other areas as required by specific task orders and so recognized in the professional community as an expert.
Performs as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, finance and other areas as required by specific task orders. Provides highly technical and/or specialized guidance concerning IT solutions to complex information processing problems related to the subject matter field; search technologies, including contributing code to open-source search project such as Solr/Lucene; performs analyses and studies; prepares reports and gives presentations; works independently or as a member of a team. Has knowledge and skills applicable to an actual Task Order proposal and so recognized in the professional community as an expert in the field. Ability to simultaneously plan, manage, and provide technical oversight for system engineering activities. Knowledge, skills, and technologies requiring specialization include but are not limited to 1) JavaBeans Open Source Software Application Server (JBoss); 2) PEGA; 3) Alfresco; 4) SAP Enterprise Resource Planning (ERP); Business Warehouse (BW); and HANA; and 5) Other Commercial Off-The Shelf (COTS) Applications and Software.

Provides competent leadership, and highly specialized and technical guidance to complex subject area challenges. Performs as a consultant in highly specialized subject areas such as personnel (Federal Government), training, patents, trademarks, finance and other areas as required by specific task orders. Provides highly technical and/or specialized guidance concerning IT solutions to complex information processing problems related to the subject matter field; search technologies, including contributing code to open-source search project such as Solr/Lucene; performs analyses and studies; performs analyses and studies; prepares reports and gives presentations; works independently or as a member of a team. Has knowledge and skills applicable to an actual Task Order proposal and so recognized in the professional community as an expert in the field. Knowledge, skills, and technologies requiring specialization include but are not limited to 1) JavaBeans Open Source Software Application Server (JBoss); 2) PEGA; 3) Alfresco; 4) SAP Enterprise Resource Planning (ERP); Business Warehouse (BW); and HANA; and 5) Other Commercial Off-The Shelf (COTS) Applications and Software.
Serves as the project manager for a unique, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Program Manager in working with the Government Contracting Officer (KO), the task order-level TMs, Government management personnel and customer agency representatives. Has 10 plus years experience managing a wide range of IT-related projects including custom systems development, COTS implementation, operations and maintenance, and modernization of existing systems and processes using a variety of methodologies such as SDLC and Agile. Has multiple industry standard certifications including PMP, ITIL v3, and Scrum Master and has demonstrated expertise with a variety of project management tools for scheduling, risk management, and financial control. Responsible for all aspects of the development and implementation of a assigned task order(s) and project. Has domain and expert technical knowledge in project management and has successfully managed projects of a similar scope and size. Directs and controls activities for a client, having overall responsibility for financial management, methods, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. Under the guidance of the Program Manager, is responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are established and implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces with other functional systems. Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components. Has specialized experience and knowledge related to the mission of the project.
Serves as a subject-matter expert (SME) in user experience and human factors engineering. Provides strategic leadership and technical direction of the user-centered design process, overseeing user research and user experience design activities, establishing usability guidelines, resolving design challenges, conducting review of design deliverables, and providing mentoring to design staff. Responsible for advising USPTO on meeting business and user goals, communicating the vision for improving user experience through design, and planning design activities to meet goals. Acts as a pivotal communication bridge between technical architects, data modelers, and front end designers. Conducts review of user-centered design deliverables including wireframes, design patterns, usability test results, scenarios, and user stories.

Serves as a Design lead in user experience and human factors engineering. Provides technical direction of the user-centered design process, overseeing user research and user experience design activities, establishing usability
Serves as a design support specialist in user experience and human factors engineering. Provides technical execution of the user-centered design process, user research and user experience design activities, establishing
Possesses expert knowledge of the full range of user-centered design activities including user research, user needs analysis, interaction design, and usability testing. Works quickly and independently on complex interaction design challenges based on a depth of experience in the field. Plans and performs user-centered design activities within the Agile sprint cycle, participates in user story identification and prioritization, and interacts with stakeholders and business process owners. Facilitates user interviews and iterative feedback sessions with users and stakeholders, generates user interface design ideas, creates wireframes to illustrate design alternatives, documents user stories, and works collaboratively with graphic designers and developers throughout the iterative user-centered design process.
Performs user needs analysis, provides input to the design of user interface displays and interactive elements, and participates in usability testing under the direction of a Senior Interaction Designer. Assists with creating wireframes and preparing documentation, including summarized notes from user sessions, usability test observations, and user stories. Interacts with pilot users and feedback session participants to gather input on user experience issues, and proposes design alternatives. Possesses requisite knowledge and experience in usability and user experience design for complex applications and/or information repositories
Leads the development and implementation of quality assurance methodologies using automated tools. Ensure tool and process compliance with quality assurance standards, guidelines, and procedures in a large computer based organization. Develops and defines automation implementation road map and establishes and maintains a process for evaluating hardware, software associated with automation.
Leads a team lead business analysts and oversees the day-to-day activities of a small or large team. Responsible for effective transitioning of existing project teams and the facilitation of project teams in the accomplishment of project activities and objectives. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering efforts. Has thorough knowledge of the business analysis principles. Provides advice on best practices. Experience inferring requirements from Use Cases. Experience interpreting and creating business models, system models, domain models and sequence diagrams. Working knowledge of object-oriented programming and Service Oriented Architecture (SOA) concepts. Possess expertise in tools and knowledge such as UML, Rational Requisite Pro, Clear Case, MS Project, Rally, and Clear Quest.

Would have proven experience in leading large development projects from a Requirements/Business perspective. Would prepare and conducts business analyses and studies, user stories, use cases, needs assessments, requirements analysis/definition and cost/benefit analyses in an effort to align business systems, solutions and initiatives. Would lead the requirements clarification phase of any project in assisting the Test teams to ensure requirements are clear, concise, testable with metrics that support those qualities. Areas of focus may include but are not limited to Requirements Management, Requirements Analysis, Defect Analysis, analysis and support related to statutory requirements and compliance, agency mission, strategic goals, business process reengineering, implementation plans, and/or integration of IT investment processes to other procedures and disciplines and serve as the lead point of contact to the customer business stakeholders. Working knowledge of object-oriented programming and Service Oriented Architecture (SOA) concepts. Would possess expertise in Rational Requisite Pro, Clear Case, MS Project, Rally, UML, and Clear Quest.
Typically required to work as a team member under the supervision of direction of senior personnel. Supports the business analysis activities alongside the project/program manager, technical staff, and federal clients for IT strategy and business support services. Performs high-level analysis and support related to statutory requirements and compliance, agency mission, strategic goals, business process reengineering, implementation plans, and/or integration of IT investment processes to other procedures and disciplines. Would prepare and conducts business analyses and studies, user stories, use cases, needs assessments, requirements analysis/definition and cost/benefit analyses in an effort to align business systems, solutions and initiatives. Would participate in the requirements clarification phase of any project in assisting the Test teams to ensure requirements are clear, concise, testable with metrics that support those qualities. Areas of focus include but are not limited to Requirements Management, Requirements Analysis, and Defect Analysis and serve as the lead point of contact to the customer business stakeholders. Would possess expertise in tools such as Rational Requisite Pro, Clear Case, MS Project and Clear Quest.

Possess highly technical and specialized guidance to design and use available technology to integrate (replicate, extract, transform and load) and improve the quality of enterprise data assets. Provides expertise to team members to assist them in conducting detailed data analysis, transformation analysis and design, and detailed data mapping. Facilitate and conduct joint technical and management reviews to coincide with key task milestones and with periodic reporting plans. May provide support in validating and translating Quality reports. Possess understanding of design and development activities within this environment. Assist in the creation reporting SOP's as well as following the Rational Unified Process (RUP). Support team in collecting detailed data analysis that includes data lineage (source and target definition), transformation analysis and design, and detailed data mapping; ability to design workflows that includes maintaining database connections, file directory maintenance, control-of-flow logic; ability to write scripts that schedule and monitor workflows; ability to verify execution and results. Demonstrated ability to design and use available technology to integrate (replicate, extract, transform and load) and improve the quality of enterprise data assets. Demonstrated ability to perform detailed data analysis that includes data lineage (source and target definition), transformation analysis and design, and detailed data mapping; ability to design workflows that includes maintaining database connections, file directory maintenance, control-of-flow logic; ability to write scripts that schedule and monitor workflows; ability to verify execution and results.
Typically required to work as a team member under the supervision of direction of senior personnel. He or she has overall responsibility for providing support to the Lead Business Intelligence Developer and other Developers on the team in the areas of Business Objects of Extract Transformation Load. May provide support in validating and translating Quality reports. Possess understanding of design and development activities within this environment. Assist in the creation reporting SOP's as well as following the Rational Unified Process (RUP). Support team in collecting detailed data analysis that includes data lineage (source and target definition), transformation analysis and design, and detailed data mapping; ability to design workflows that includes maintaining database connections, file directory maintenance, control-of-flow logic; ability to write scripts that schedule and monitor workflows; ability to verify execution and results. Demonstrated ability to design and use available technology to integrate (replicate, extract, transform and load) and improve the quality of enterprise data assets. Demonstrated ability to perform detailed data analysis that includes data lineage (source and target definition), transformation analysis and design, and detailed data mapping; ability to design workflows that includes maintaining database connections, file directory maintenance, control-of-flow logic; ability to write scripts that schedule and monitor workflows; ability to verify execution and results.

This position is the lead technical architect in one of the following areas: Data Architecture, Data Visualization or Extract Transformation Load (ETL). He or she has overall responsibility for establishing one or more of these entities in support of other analysts, architects or developers on the team. Plays a critical role in enabling the ability to bring order and insight to the data. Provides leadership of migration approach, standards, reusable components, and solution architecture for enterprise application data migration. May be involved in guiding a team of developers in the use of standard methods and ETL tools to achieve project objectives. May possess deep knowledge of ETL technologies used by the team. Perform adaptive and preventative maintenance planning and implementation. Collaborate with Analysts and developers on the efficient use of hardware/software and how those technologies can be applied to effective data visualization applications. May advise, consult, and collaborate with business users, developers, and management from all business areas in the creation of visualizations to support business insight and decision making. May possess thorough knowledge of application design for enhanced visualization capabilities. Carry out "hands on" development of data visualizations in support of projects. Provides advanced technical support in the research, experimentation, business analysis and use of systems technology including architecture, integration capabilities and database management. Additionally, he or she may provide assistance in coordinating software upgrades and the installation of new products. Works closely with other IT groups to coordinate current and future plans and activities, including coordination and technical assistance to facilitate specific development projects that involve the computing environment, the coordination of software upgrades and the installation of new products. Recognizes and identifying potential areas where existing policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion.

Specialized expertise in COTS products development, implementation, or configuration (either direct from a vendor or a subcontractor). Would provide consultative expertise to projects ranging from evaluation and recommendations on software implementation to hands-on configuration, development or implementation, as well as mentoring and training USPTO and incumbent team members. Performs senior level engineering activities in unique specialized COTS or USPTO targeted open source middleware infrastructure (such as the Redhat/JBoss family of products -JBoss Web Services, Application services and Messaging services including SOA-P, Alfresco or other specified content management services, and Apache SOLR or other specified search/indexing services). Provides specific engineering experience and support for integration and operational maintenance of the COTS or USPTO targeted open source middleware to ensure installation, configurations and maintenance procedures for support or changes to the middleware architecture are of the highest quality and capable of meeting all client SLAs. Has 7 or more years or more experience to include configuration, integration, tuning, and best practices implementation in the subject domain of the COTs or USPTO targeted open source middleware technology and at least 2 years providing such engineering support in the specific COTS or USPTO targeted technology required to perform against a specific task order. This includes experience working with a COTS technology or USPTO targeted open source community or Vendor Company for solutions to specific architecture or operational problems. May be considered an industry expert due to highly focused experience and expertise within the COTS or USPTO targeted open source middleware technology area. Provides tailored solutions, mitigations, and best practice advice for all problems or issues related to the COTS or USPTO targeted middleware technology; performs analyses and studies; prepares reports and gives presentations; works independently or as a leader of a team. Has knowledge and skills applicable to an actual task order proposal. Applies principles, methods and knowledge of the specialty COTS or open source middleware area of capability to

Performs as a consultant in unique specialized Commercial Off the Shelf (COTS) subject domain or technology area. Has 10 years or more experience in the subject domain of the COTs technology and at least 2 years consulting in the specific COTS technology required to perform against a specific task order. Performs as either an employee or in a partnering consulting relationship with the providing COTS technology company that includes in-depth reach-back capability with the COTS technology company at no extra charge to the task order. This includes ability to research with the COTS technology company for solutions and Is considered an industry expert due to highly focused experience and expertise within the COTS technology area. In addition to product-oriented "commercial" solutions, in this context COTS is also referring to an off-the-shelf solution available through standards bodies such W3C, OASIS, Open Group or industry domain groups, reference implementations, and open source offerings whether commercially backed such as Redhat/JBoss, Alfresco, and others or from organizations like the Apache Software Foundation. Also provides highly technical and/or specialized guidance concerning complex information, solutions, mitigations, lessons learned, and best practice implementation across the all COTS technology company engagements and resources. Provides tailored solutions, mitigations, and best practice advice for all problems or issues related to the COTS technology; performs analyses and studies; prepares reports and gives presentations; works independently or as a leader of a team. Has knowledge and skills applicable to an actual task order proposal. Is recognized in the professional community as an expert in the subject domain of the COTS technology. Applies principles, methods and knowledge of the specialty COTS technical area of capability to specific task order requirements. Has provided demonstrated consulting success applying the COTS technology in similar work to the requirements of the task order. Assists other consultants and subject matter experts with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts. Makes recommendations
Demonstrated expertise in leading large development efforts with hands on experience in JAVA EE application servers such as JBOSS, WebSphere, and iPlanet. Must have thorough understanding of XML and variants. Would have a strong background in the development and deployment of enterprise application development products. Experience developing applications using JSP, Servlets, EJB, Hibernate, HornetQ, iBATIS, XML and JDBC. Would have proven capabilities in creating detailed design documents including functional specifications. Would lead and conduct internal Code Reviews. Would have proven experience in designing and developing web services using SOAP and REST. Would have extensive experience in developing within frameworks such as SPRING, STRUTS, DOJO, and AJAX.
Demonstrated expertise in successfully contributing to large development efforts with hands on experience in JAVA EE application servers such as JBOSS, WebSphere, and iPlanet. Must have thorough understanding of XML and variants. strong background in the development and deployment of enterprise application development products. Experience developing applications using JSP, Servlets, EJB, Hibernate, HornetQ, iBATIS, XML and JDBC. Would have proven capabilities in contributing to the creation of detailed design documents including functional specifications. Would participate in internal Code Reviews. Would have proven experience in designing and developing web services using SOAP and REST. Would have extensive experience in developing within frameworks such as SPRING, STRUTS, DOJO, and AJAX

Demonstrated basic or entry-level experience in successfully contributing to large development efforts with hands on experience in JAVA EE application servers such as JBOSS, WebSphere, and iPlanet. Must have thorough understanding of XML and variants. strong background in the development and deployment of enterprise application development products. Experience developing applications using JSP, Servlets, EJB, Hibernate, HornetQ, iBATIS, XML and JDBC. Would have proven capabilities in contributing to detailed design documents including functional specifications. Would participate in internal Code Reviews. Would have proven experience in basic understanding of developing web services using SOAP and REST. Would have basic experience in developing within frameworks such as SPRING, STRUTS, DOJO, and AJAX
Provides competent leadership and administrative direction to complex information systems challenges. Simultaneously plans, manages, and provides technical oversight for systems analysis and software development activities. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates, and formulates and enforces work standards. Coordinates with the Program Manager and Deputy Program Manager to ensure problem resolution and customer satisfaction. May serve as Task Order Man-ager for one or more task orders. Has extensive experience in project management and specific analysis and programming discipline(s) described in an actual task order proposal. The developer has skills commensurate with level of seniority that target specific preferred or required USPTO environments including, but not limited to, highly distributed, highly available, highly virtualized, domain and industry standards-based, service-oriented, open-source based architecture delivered in an iterative/Agile development. Within an agile-based SDLC, this developer is able to fulfill a broader set of roles including participating in continuous build and integration, authoring of technical and user documentation, execution of unit and integration testing, and support for external groups such as configuration management and production. This developer will typically have hands-on experience with leading processes and software associated with each of these disciplines.

Provides highly technical and specialized guidance, and solutions to complex information systems challenges. Analyzes, designs, codes, and tests system software components, databases, and applications possessing a wide range of capabilities. Develops plans, analyzes the problem and information to be processed; defines the problem, and develops system requirements and program/technical specifications; develops programs, tests, debugs, and refines the soft-ware; prepares program and customer-level documentation; enhances and maintains software; and provides technical direction to junior programmers. May serve as Task Order Manager for one or more task orders. Has substantive experience in the specific analysis and programming discipline(s) described in an actual task order proposal. The developer has skills commensurate with level of seniority that target specific preferred or required USPTO environments including, but not limited to, highly distributed, highly available, highly virtualized, domain and industry standards-based, service-oriented, open-source based architecture delivered in an iterative/Agile development. Within an agile-based SDLC, this developer is able to fulfill a broader set of roles including participating in continuous build and integration, authoring of technical and user documentation, execution of unit and integration testing, and support for external groups such as configuration management and production. This developer will typically have hands-on experience with leading processes and software associated with each of these disciplines.
Performs analysis, design, coding, and testing for system software components, databases, and applications possessing a wide range of capabilities (e.g., engineering, business, and records management functions); develops requirements and technical specifications; prepares program and customer-level documentation; assists senior analysts in preparing input and test data for the proposed system; and enhances and maintains software. Typically required to work as a team member under the supervision of direction of senior personnel. Has experience in the specific analysis and programming discipline(s) described in an actual task order proposal. The developer has skills commensurate with level of seniority that target specific preferred or required USPTO environments including, but not limited to, highly distributed, highly available, highly virtualized, domain and industry standards-based, service-oriented, open-source based architecture delivered in an iterative/Agile development. Within an agile-based SDLC, this developer is able to fulfill a broader set of roles including participating in continuous build and integration, authoring of technical and user documentation, execution of unit and integration testing, and support for external groups such as configuration management and production. This developer will typically have hands-on experience with leading processes and software associated with each of these disciplines.

Assists in collecting and organizing information required for preparation of deliverables; ensures the use of proper technical terminology; performs technical writing, editing, proofreading, and integration of computer-based material to produce document deliverables; and translates technical information into clear, readable documents to be used by technical and non-technical personnel. Has knowledge and skills in technical documentation and presentation techniques, to include technical writing, technical proofreading, and technical editing. Demonstrates excellent command and articulation of the English language. Maintains superior grammatical skills. In addition to technical writing skills, this role brings demonstrated broader contributions to an Agile team including the ability to manage artifacts in appropriate configuration management, participate in testing and user acceptance especially of documentation and product alignment, and may fill additional technical, project management, or quality functions in a team setting.
Participates on an Agile team ensuring testing performed during development is comprehensive, complete, and that results are published to all stakeholders. The role requires a level of autonomy beyond the average tester because it involves a comprehensive understanding of testing requirements, the solution being tested, and tools and methods applied by the developers. This role ensures high quality product is delivered to testing organizations. This project, in addition to the solution itself, includes test documentation and where appropriate information to support success of the team performing the next testing phase. Knowledge or current test and test management tooling is critical This role supports any testing related activity required by the team during any given sprint/iteration. This includes review of developer-generated tests (e.g. unit testing), supplemental development and execution of Unit testing, integration testing as appropriate, collection of data for debugging and problem resolution, capturing of data in ways that enable patterns to spotted, understanding and testing to service level agreements, and any other tracking and documentation necessary to enable the team to deliver a quality solution.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P18003	See Block 16c		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement P.O. Box 1450 Alexandria, VA 22313-1450	1333BJ	Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement PO Box 1450 Alexandria, VA 22314-1450	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033 4902 DUNS: 145969783		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DOC50PAPT1600026
		10B. DATED (SEE ITEM 11) 09/30/2016
CODE CGIFEDERAL	FACILITY CODE *	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.212-4(c)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return __1__ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of Modification P18003 is to accomplish the following:

1. Extends the ordering period of the contract from September 29, 2018 to March 31, 2019, in accordance with Clause 52.217-8 - Option to Extend Services.
2. Extends the task order period of performance end date from March 31, 2019 to March 31, 2020, in accordance with Clause 52.216-22 - Indefinite Quantity.
3. Incorporates new labor rates for the period of April 1, 2019 through March 31, 2020 (Attachment 1). Option Year 1 rates are effective until March 31, 2019.
4. Memorializes current and recent changes in contract through the attached conformed copy of the contract SOW and Terms and Conditions.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Amit Khare/VP, Consulting Services		Victor Martinez	
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 7/27/18	16B. UNITED STATES OF AMERICA By Victor A. Martinez Date: 2018.08.03 17:23:36 -04'00' (Signature of Contracting Officer)	16C. DATE SIGNED Aug 03 2018

Reference CGI Federal Proposal dated August 9, 2016.

ID/IQ Maximum $480,000,000.00

Procurement:

Cielo Ibarra
Cielo.Ibarra@uspto.gov
571-272-8825

COR:

Neal Miskell
Neal.Miskell@uspto.gov
571-270-0883

Vendor:

Kristel Bennett
Kristel.Bennett@cgifederal.com
703-227-4325

Accounting and Appropriations Data:

Accounting and Funding Total:

Original: $0.00
Change: $0.00
Current: $0.00

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK/SPECIFICATIONS

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), in performance of the following Statement of Work (SOW)/Specifications.

C.1.1 General. This SOW describes efforts in which experience/expertise in software development, integration and support are being sought to assist the USPTO in the examination of existing code through operational detection of failures/defects, the debugging of those failures/defects, further development integration, and to determine how to transform the agencies current state to a more effective/efficient future state that accomplishes the USPTO mission. This will require some re-engineering, technical assistance, and analytical support where the contractor's roles and responsibilities will likely evolve, as will the USPTO, their mission and those functional areas requiring support. This SOW establishes currently known areas to be supported and allows for growth and flexibility in the transformation of the USPTO.

C.1.2 Background. The USPTO is a federal agency comprised of approximately 13,000 employees. The mission of the USPTO is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public and by encouraging a domestic and international climate in which intellectual property can flourish.

C.1.3 Scope

The purpose of this SOW is for advancement of the existing software development process and the quality of existing USPTO systems in support of the USPTO Office of the Chief Information Officer (OCIO) program offices, and OCIO Roadmap Transformation initiatives related to the mission. The USPTO OCIO seeks a technical capability teamed with innovative concepts/methodologies and industry best practices in support of the USPTO's Information Technology needs.

The core elements anticipated for this requirement are: Software Development and Integration, Development Testing, Configuration Management Support, Production Support and Software Maintenance and Transition, and Program Management Support. The software development and integration services will provide for integration of Commercial Off the Shelf (COTS) products with customized software applications, database applications, and other solutions not available in off-the-shelf modular software applications. Integration may include the integration of technical components, organizational components and documentation.

The contractor shall provide the necessary skilled staff, tools, and resources to analyze, develop, test, configure, deploy, maintain, and enhance USPTO systems. The services required include life cycle development; i.e., system design and analysis, programming, testing, integration, training related to the products delivered, implementation, operations, system/software maintenance, project-specific system engineering, information/software engineering, product assurance, project management, and other related services and products. The USPTO reserves the right to compete unique requirements for development outside of this contract.

In addition, the USPTO also intends to award multiple contracts for the SDI-NG requirement. The USPTO reserves the right to determine which SDI-NG task orders to compete amongst SDI-NG contract holders.

C.2 SUPPORT HOURS OF OPERATION

C.2.1 Standard Operating Hours

The hours of operation will be any time between 0600 to 1800 EST, Monday through Friday (except Federal Holidays). There may be occasions when the Contractor employees may be required to work other than normal business hours including evenings, weekends and holidays to fulfill requirements under the individual task orders. Alternate work schedules may be authorized under this Contract with prior approval from the authorized government representative (Contracting Officer's Representative [COR] and Task Order Manager [TOM]) receiving the support services.

C.2.2 Emergency Off-Hours Support.

The Contractor shall provide emergency support as designated by each task order. The Contractor shall follow USPTO emergency management and notification procedures as delineated in the Operational Support Plan (OSP) for each Automated Information System (AIS). As directed by the COR or Contracting Officer, the contractor shall continue performance in emergency or mission essential conditions. Additionally, the contractor may be required to account for the whereabouts of their personnel should this information be requested by the COR or Contracting Officer.

C.3 Knowledge Transfer

As the USPTO prepares to complete a task order with the assistance of a contractor, it is looking toward preserving the knowledge that the contractor has amassed over the duration of the project. Knowledge transfer is one method for ensuring that accumulated wisdom does not leave the USPTO once the contractor moves on. The USPTO may implement a continuing knowledge transfer program to the USPTO to ensure that the USPTO does not lose valuable information and data. This may be in addition to the requirements for the

documentation required under the System Development Life Cycle (SDLC). However, throughout the duration of the contract, the contractor shall ensure all issues, operational procedures, configuration changes and "workarounds" are documented and added to a defect tracker or checked into the CM or a designated repository. The contractors shall ensure designs, builds, test plans, unit test cases, equipment and test bed plans, deployment instructions, bug fixes, configurations are updated properly when a change is made and the updated document checked into the CM repository. A contractor shall ensure all source, libraries, build, configuration files, COTS/Government-Off-The-Shelf (GOTS) and other files required for delivery are checked into the CM repository. CM shall be capable of reproducing all production systems. These are activities that are required as part of this SOW that need to be consistently performed in order to prevent the loss of valuable information.

C.4 Qualifications of Contractor Personnel

(a) The contractor shall propose the labor mix necessary to complete each issued task order.

(b) The USPTO will not provide or pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). The contractor is expected to provide trained, knowledgeable personnel according to the requirement of the Task Order. If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

C.5 Skills and Abilities

Below is a list of required skills and abilities required for this SOW. The task orders will describe set of the required skills and abilities needed to meet individual task orders.

The Contractor shall provide expertise in the following skills.
Note: **Bold** means these are the skill sets used most of the time.

Required Skills

- Active Directory
- **Practical Agile, not just theoretical**
- Automated systems performance, load, stress, data interface, code coverage, and security evaluation
- Build and Release Management for software
- C#,
- Enterprise Architecture
- Enterprise Service Bus
- HTTP
- **J2EE**
- **Java**
- **Javascript Libraries (Angular js, Jquery, DOJO)**
- **JUNIT and Eclipse**
- **JBOSS EAP/EWS and**
- Spring
- SQL database setup, distribution, and administration
- Oracle DB DAO, Stored Procedures, Application Database Development
- Star schemas
- Struts (1 and 2)
- Threading and memory

Required Skills

- C
- C++
- Data modeling
- Data warehousing
- DDL Generation and Database Sizing
- Design Patterns
- Distributed computing, including client-server, 3-tier (CORBA, J2EE and Web-based), database distribution, messaging
- EAI, and streaming data
- Extract, transform and load
- **associated integration and components (FUSE)**
- LDAP protocols
- Linux
- Materialized views, and metadata management
- **MySQL**
- Network Protocols
- Performance Analysis
- **Redhat**
- **Restful and JSON**
- SBX virtualization
- **Service Oriented Architecture (SOA)**
- Service segmentation (data and business services) characterization, and definition;
- Socket-level development and networking
- management
- UML
- UNIX (HP, AIX)
- VPN
- **Web Services**
- **XML**
- XSLT

Required Skills (Legacy)

- ASP.NET
- Cool-Gen/Advantage Gen
- MS (Windows 2000, 2003, 2007, 2010 and XP)
- VB Script
- VB
- VB.NET

Legacy Skill Sets are anticipated to be needed until 2018.

The Contractor shall be knowledgable in using the following existing tools listed in the table below. The use of these tools will vary by Task Order and proposed resources shall have experience using them, and in some cases certifications, to meet USPTO requirements:

Tools

- Alfresco
- Business Objects Designer
- Business Objects Webi
- Clearcase
- ClearQuest Test Manager
- ClearQuest
- Crystal Reports
- MS Exchange
- MS Project
- Mybatis
- Oracle
- Oracle Golden Gate
- Office 365
- PL/SQL
- Rally
- Remedy
- ReqPro
- RequisitePro
- SharePoint
- SOA Tester
- Software Architect
- Software Documentation Automation

Tools

- CSS
- Data Integrator
- Documentum
- Dreamweaver
- Eclipse
- EPMS
- Global360
- HTML5
- IBM CM Tools
- Mercury Quality Center
- Rational Data Architect
- Rational Functional Tester
- Rational Manual Tester
- SOLR
- SQL server
- TOAD
- Troux
- CloudForm
- Puppet

The Contractor shall be knowledgablewith the CICM CORE Products:

CICM CORE Products

- Jenkins
- SonarQube
  - *MySql*
- Nexus Community
- Nexus Pro
- Apache Subversion
- SCM Manager
- Canary
  - *Stack Storm*
  - *MongoDb*
- CloudBees Enterprise
  - *HAProxy*
  - *Jenkins Operations Center*

The Contractor shall be knowledgable with the CICM Supported Technologies. The various tech stacks in use at the USPTO catalogs the current technology products and standards approved for use in supporting the agency's vision going forward. It is important that the products are used as intended within the business system. If you need clarification on a particular product or are unsure of a product's use, please contact the Enterprise Architecture Division (EAD).

CICM Supported Technologies		
Category	Current Solution	Layers
Continuous delivery Deployment automation Tools	Puppet 1.3.1 Ansible 1.6.6 Cloudforms	Service Operations
Build management	Apache Maven 2.2 Apache Maven 3.0 Apache Ant 1.6.2 Apache Ant 1.7.1 Apache Ant 1.8.3 Apache Ant 1.9.2 NPM **Bower 1.7.2** **Grunt 0.4.1** **GULP 1.6.11** **Drush(Drupal)**	Service Operations
Development IDE	Visual Studio 2005 Visual Studio 2010 Visual Studio 2013	Service Operations
Development framework	Gradle 1.9 Gradle 2.3 Grails 2.3.7 JDK (J2EE) 1.4 JDK (JEE) 6 - 1.6 JDK (JEE) 7 - 1.7 JDK (JEE) 8 - 1.8 Visual Studio .Net Framework 2.5 Visual Studio .Net Framework 3.0 Visual Studio .Net Framework 3.5 Visual Studio .Net Framework 4.0 Node.js 0.12.2 **PhantomJS v2.0** **Ruby** **ImageMagick** **Bouncy Castle** **ComponentOne**	Service Operations
Development Unit Testing	Visual Studio .Net Framework 4.0 **Karma v0.13** **OpenCover** **Nunit**	Service Operations

CICM Supported Technologies		
Automation Testing	Selenium TestComplete SOAPUI LoadRunner TestExecute WebInspect	Service Operations

C.6 Tools

The Contractor shall use primarily development, configuration management, and testing and tools designated by the USPTO. The following are the primary technologies of the existing USPTO infrastructure, although not inclusive, these are the technologies essential for successful transitioning of the existing system:

OS Platform, Programming Languages, and Key COTS/Open Source Tools

- Adobe
- C/C++/C#/.Net
- Doc2Pix
- Documentum
- DsSockets32
- Global 360
- ImagePro Input Accel
- ImageXpress
- Imagn
- Java
- JavaScript
- JBOSS EAP/EWS and associated integration and components (FUSE)
- JRE
- Kofax
- LeadTools
- Lincoln EPSFax 2.0
- MySQL
- NetAnswer
- OCX/Imaging
- Oracle Database
- Oracle Forms
- Oracle Reports
- PD4ML
- PrimeOCR
- Professional
- Spell Checker
- SQL Server
- Tomcat
- Unix Shell Scripts
- Victor Image Processing/Imecom's Print-2-Images
- ViewStar

OS Platform, Programming Languages, and Key COTS/Open Source Tools (Legacy)

- AIX and Windows
- BRS
- IIS
- Iplantet
- VB Script
- VB.Net

OS Platform, Programming Languages, and Key COTS/Open Source Tools

- Clear Path MCP
- COBOL
- Eclipse
- Handysoft Bizflow
- Perl
- Unisys and Unisys Data Provider
- Unix (HP-UX, Solaris)
- Unix (Linux)
- Visual Basic
- Visual Studios
- WebSphere Application Server
- WebSphere Edge Server

Legacy Tools are anticipated to be needed until 2018.

C.7 Performance Standards

All deliverables shall be measured against quality performance standards defined by USPTO and in accordance with an approved Quality Assurance Surveillance Plan (QASP), and as activities are determined at the Task Order level.

C.7.1 SDLC

All products delivered under the individual task order(s) shall conform to the principles, policies, and standards stated in the USPTO System Development Life Cycle (SDLC). The information on SDLC is made available for electronic review the following link: (https://usptogov.sharepoint.com/sites/e1b07ad4/New%20SDLC%2041%20Pages/SDLC%20Front%20Page.aspx)

C.6.2 Enforceable Standards

The contractor shall follow USPTO coding and development standards for all software development. The applicable standards and guidelines shall be placed on USPTO Intranet. The contractor is responsible for ensuring contractor staff adheres to USPTO standards and policies.

C.7 Phase-in and Phase-Out (Transition) at the Task Order Level

C.7.1 The Government plans for a one-week up to a 90 day transition at each task order level, if necessary, during which the successful offeror will provide the minimum staff to perform necessary transition at the task order level. To meet this requirement, the offeror shall provide a Transition Plan as part of the task order proposal if transition is a requirement at the task order level. The Transition Plan shall demonstrate understanding of the transition tasks and the complexities of assuming responsibility for the task order. The Transition Plan shall include a transition staffing plan and describe the process, details, and schedule for providing orderly transition activities. The Transition Plan shall be developed to

have minimal schedule/technical support impact. Further Transition Plan details may be requested at the task order level.

C.7.2 The Contractor shall provide phase-out support at the completion of a task order. The phase-out activities shall include a briefing and documentation provided by the contractor to describe the status of all activities/deliverables required under the task order. The Contractor shall complete inclusion of all deliverables into Configuration Management (CM) during the phase-out period. The deliverables to be included shall consist of development deliverables in both complete and incomplete phases, all source code, documentation for any actions being performed for maintenance or support to include all known software issues, status of software problem reports, known workarounds, all other documentation, test scripts, and any other electronic data applicable to the task order at no increase in cost to the USPTO.

C.8 SCOPE OF REQUIREMENTS

C.8.1 In support of the mission needs of USPTO and its stakeholders, the OCIO provides excellence in the management, execution, and leadership of USPTO's information technology needs. As part of this mission, the OCIO offers application development services for all USPTO stakeholders. To enable these services, the OCIO is establishing a contract vehicle that encompasses the following scope:

C.8.2. A full range of application development services, including:

- Use of various development approaches for application development, including DevOps;
- Services and support for complex IT platforms and technical environments;
- Troubleshooting and break/fix of production applications and/or services;
- COTS/GOTS (Government off the shelf);
- Applications/System/Integration/Performance/Security Testing;
- Code development and validation.

C.8.3. Management of product backlogs and technical debt;

C.8.4 Related program management support;

C.8.5 System production support;

C.8.6 Defect Triage;

C.8.7 User Experience Design;

C.8.8 IT related organizational consulting to include related business process reengineering, release management and continuous delivery;

C.8.9 Continuous improvement;

C.8.10 Architecture control and compliance;

C.8.11 Data exchange model support; and

C.8.12 Perform studies to analyze / define products and services and evaluate business strategies;

C.8.13 Support planning efforts, including defining requirements, supporting project schedules/activities descriptions, and determining necessary documentation; and

C.8.14 Purchase software and hardware, as needed, on behalf of the government.

C.9 TECHNICAL REQUIREMENTS/TASKS

C.9.1 Program Management. In order to provide program management services the contractor shall:

C.9.1.1 Work collaboratively with government and other contractor support staff;

C.9.1.2 Provide management and leadership required to make decisions and engage all relevant stakeholders. The Contractor shall ensure effective and proactive coordination and communication as well as interface with the USPTO staff and other Contractor support teams to ensure accountability, mission accomplishment and support of USPTO and SDI-NG services and operations;

C.9.1.3 Lead or participate in Integrated Product Teams (IPTs) involving system stakeholders to facilitate the completion of quality and timely deliverables;

C.9.1.4 Identify, track and manage technical debt on each project;

C.9.1.5 The Contractor shall follow USPTO System and Software Development Practices and Coding Practices.

C.9.1.5.1 If the Contractor has Technical Debt, provide explanation of how it occurred as well as how the Contractor will minimize and prevent in the future.

C.9.1.6 Develop and maintain task management plan;

C.9.1.7 Develop a project plan and identify project dependencies;

C.9.1.8 Provide weekly status reports to the TOM and COR via electronic mail if required on individual task orders and participate in status review meetings. The status reports shall include a summary of all Contractor work performed, including an assessment of technical progress, schedule status, resource changes, performance against metrics, and any Contractor concerns or recommendations for the previous period;

C.9.1.9 Establish a work breakdown structure (WBS) describing the project tasks they are executing if the project is utilizing a non-agile methodology. The Contractor shall identify critical paths in project schedules. Utilize best practices for feature and user story breakdown if the project is utilizing an agile methodology;

C.9.1.10 Submit accurate and timely cost reports and invoices;

C.9.1.11 Establish effective cost controls and seek opportunities to minimize costs to USPTO;

C.9.1.12 Integrate and coordinate all activities needed to execute the requirements. The Contractor shall follow USPTO procedures and policies referenced in this SOW as well as best practices to ensure requirements are deliverable at the highest quality. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of sub-contractors. The Contractor shall ensure customer satisfaction and professional and ethical behavior of all Contractor personnel; and

C.9.2 System and Software Development Activities

The Contractor shall use the USPTO development methodologies for analysis, design, development, integration, maintenance of systems to produce high quality, robust systems. Work shall be based on user requirements, business and OCIO needs, TRM, and agency initiatives and shall identify and define an incremental migration strategy that causes no disruptions to the existing legacy systems or the production of those systems. The following subsections are the activities for the system and software development:

C.9.3 New and Existing Systems

C.9.3.1 The Contractor shall provide expertise to perform analysis, design and development, installation and integration for maintaining existing systems; and analysis, design and development of new applications and services to

achieve a high degree of capacity and availability of the systems. All development activities performed under maintenance follow the standard policies and procedures. The production support details will be provided on a per task order basis. Maintenance includes support of changes in production including network, patches, password updates (including 90 day resets), research of issues or topics resulting in recommendations, analysis of production issues, outages, crashes, hangs, missing data, display issues, data load issues, slowness, identification and documentation of "workarounds", identification of long term solutions, reporting and root cause analysis, designing, updates based on reviews, implementing, unit testing, creating new unit tests and fixing existing for the solution, supporting the test process, deploying, monitoring the deployment, appropriate documentation updates. Work around solutions may require scripts and implementation and and/or manual steps identified, documented and provided to USPTO. The contractor shall identify and document opportunities to reduce operational costs by documenting software changes and bug fixes (further detailed at the task order Level). The USPTO systems to be covered shall be designated at the task order level. A current list of systems is maintained in the AIX Master List and will change as systems are added, replaced or retired.

C.9.3.2 The Contractor shall provide services to include analysis, design, configuration, integration, and deployment for existing and new products identified or required by USPTO.

C.9.3.3 The Contractor shall provide application software design, development, testing, production and post production support as required. All Alpha, Beta or other preview testing shall be supported as testing. Post deployment support starts after a successful production deployment and shall be included in the Project Plan.

C.9.3.4 The Contractor shall provide automated unit test code and associated data compatible with CICM for delivery.

C.9.3.5 The Contractor shall perform solely from source documents, i.e., requirements (functional and technical), software architectures and designs, and UI designs.

C.9.3.6 The Contractor shall support the system integration into the enterprise system.

C.9.3.7 The Contractor shall ensure compliance with Enterprise Architecture and High Availability guidelines.

C.9.3.8 The Contractor shall support system integration across implementation teams (e.g., configuration, development, data, test, technology

integration).

C.9.3.9 Design, document, and deliver functional and technical specifications for new and/or changed functionality or components of an Enterprise System.

C.9.3.10 For Agile projects, the backlog will include features, bug fixes, and functional system level upgrades for development.

C.9.3.11 The Contractor shall provide requirements traceability for designs, development, configurations, bug fixes, and scripts.

C.9.3.12 The Contractor shall follow USPTO Software Development Guidelines.

C.9.3.13 The Contractor shall provide system/data reports as required at the task order level.

C.9.3.14 The Contractor shall support the implementation of health check for all NextGen systems in accordance with USPTO's NextGen Applications Logging and Monitoring Guidelines.

C.9.3.15 System and Software development will be open source. All source code developed will be made available to USPTO. Follow OMB guidance and initiatives, and best practices.

C.9.4 Architecture and Design

C.9.4.1 The Contractor shall adhere to the USPTO architecture to include storage, database designs, interfaces, services, technologies, and frameworks.

C.9.4.2 The Contractor shall collaborate with the USPTO and other resources designated by USPTO for architectural and design reviews, and guidance.

C.9.4.3 The Contractor shall create, update, and present architectures, system designs, data architecture for USPTO review as requested in the task order. The Contractor shall address constraints, limitations or defects which result from USPTO review.

C.9.4.4 The Contractor shall adhere to all USPTO policies and standards for all design to include quality, performance, scalability, maintainability, accessibility, usability, security, and logging.

C.9.4.5 The Contractor shall adhere to security requirements, i.e., integrity assurance, accreditation, etc.; and federal requirements to include accessibility in accordance with Section 508; usability requirements shall be in accordance with NISTIR 7432.

C.9.4.6 The Contractor shall identify and document any open source, COTS, libraries, new technologies being used.

C.9.4.7 The Contractor shall identify and document all interfaces and services in the design for USPTO review.

C.9.4.8 The Contractor shall maximize the use of common designs, existing services and approved open source when possible, or provide rationale to the USPTO. When directed by USPTO, the contractor must use existing common architecture, services or code.

C.9.4.9 The Contractor may recommend alternative technologies in unique cost effective implementations to advance the initiatives of the OCIO and provide service excellence through reliable, secure, cost effective, and responsive delivery and performance.

C.9.5 Coding

C.9.5.1 Development, builds, testing and deployments must follow USPTO CM policy and procedures.

C.9.5.2 The individual Contractor developing code will be the individual Contractor to check code in CICM system, not another individual on the task.

C.9.5.3 The Contractor shall develop and provide build instructions, configuration, integration with automated builds and deployment, deployment install scripts for server, database, and desktop deployments, deployment instructions for software releases.

C.9.5.4 The Contractor shall provide development for existing and new USPTO systems.

C.9.5.5 All code, scripts, configurations developed under this contract is the property of the USPTO.

C.9.5.6 All code deliveries shall meet USPTO coding standards.

C.9.5.7 The Contractor shall participate collaboratively in code reviews throughout the development phase with USPTO and other resources designated by USPTO.

C.9.5.8 All code deliveries shall meet minimum defects per 1000 Lines Of Code (LOC) as specified in the QASP. The Contractor shall not produce excessive lines of code that dilutes this metric. Delivery of code with defects beyond the minimum or with habitual issues and violations shall

result in negative incentives as specified in the task order. Habitual issues are standard and best practices violations that occur more than one time per contractor.

C.9.5.9 The Contractor shall provide code review results from their internal code review.

C.9.5.10 The Contractor shall review results of USPTO code reviews and provide remediation. Violations of coding standards and defects per 1000 LOC after the first code delivery for all systems supported from the contractor shall result in negative incentives per Task Order.

C.9.5.11 The Contractor shall update architecture, design, services, build, and operations support documentation if the development results in any design, build, architecture, interface, services change after approval by the USPTO of design change.

C.9.6 Unit, Integration, Performance, Security, and Regression Testing

C.9.6.1 Perform unit, integration, performance, security, and regression testing on all software developed for the USPTO;

C.9.6.2 Integrate the unit tests into the build per CM policies and monitor test results via the test automation dashboards and tools provided. The Contractor shall meet at least 85% of unit test coverage;

C.9.6.3 Provide automated unit test code and associated data compatible with CICM for delivery;

C.9.6.4 Update test plans, documentation, and unit tests to reflect any changes found;

C.9.6.5 Assist with development of test strategies and automated test plans for test events;

C.9.6.6 Create and maintain test data, develop automated test scripts, conduct and support test readiness reviews and test events, develop test stage gate criteria, produce test result reports, and maintain requirements traceability documentation;

C.9.6.7 Prepare, schedule, coordinate, conduct, analyze, and document test events. Test events may include: network, connectivity, integration, functional, volume, stress, regression, auditability/ Federal Information System Control Audit Manual (FISCAM), security, user acceptance, backup, restore, and disaster recovery; and

C.9.6.8 Identify, document, track, mitigate, manage, and resolve all defects discovered during test events in the USPTO designated system. Completion timeframes to be defined at the task order level.

C.9.6.9 Develop and execute test automation scripts and automation frameworks to be used for functional and regression testing of both batch processing and interactive applications;

C.9.6.10 Research tools, methods, and technology trends to support test automation objectives;

C.9.6.11 Contribute to the development and promotion of design and coding standards for automated testing scripts;

C.9.6.12 Provide tools expertise and design and coding assistance to Application Engineering and Development (AED) and Infrastructure Engineering and Operations (IEO) staff tasked with developing, maintaining, and executing automated test scripts;

C.9.6.13 Develop reusable functions and components that can be used to maintain and extend automated tests for multiple projects with maximum reuse of code;

C.9.6.14 Develop test scripts that perform both batch and interactive tests automatically, including testing of processes involving main frame and distributed applications;

C.9.6.15 Design, modular scripts that allow tests to be maintained or extended without additional script coding;

C.9.6.16 Provide in-depth technical expertise and advice to testing teams in the use of automation framework, to facilitate the use of automated testing across multiple projects and work streams;

C.9.6.17 Review User Interface specifications, and technical specifications to understand the system workflow and business requirements;

C.9.6.18 Review manual test cases, executing where necessary, to understand the low level detail and identify functions required to enable scripting/coding. Identify application components to be automated based on both the business priority and expected benefit of automated testing;

C.9.6.19 Develop a design approach for automated testing for assigned projects;

C.9.6.20 Document the proposed approach and review it with the project team;

C.9.6.21 Participate in reviews and inspections that pertain to the inputs to test automation as well as the test automation code;

C.9.6.22 Develop test data in preparation for test execution;

C.9.6.23 Participate in project-related meetings for test planning;

C.9.6.24 Maintain test scripts, making changes where necessary in order to maintain their proper functioning as applications and data change;

C.9.6.25 Execute automated test scripts for both functional and regression testing cycles. Analyze and report test results;

C.9.6.26 Document application problems found using automated tests, including scripting steps and data needed to reproduce the problem and provide in a written report to the TOM;

C.9.6.27 Report test execution progress and test results to development team lead;

C.9.6.28 Perform regression testing on all software prior to deployment into Formal Quality Testing (FQT).

C.9.7 Configuration and Release Management

C.9.7.1 Check code, scripts, and configuration files into the USPTO CM Repository as developed and in accordance with CM policy, specifically the Continuous Integration Configuration Management (CICM) User Guide, to develop Software on the CICM platform;

C.9.7.2 Ensure that the USPTO can recreate all builds for every release exclusively from code in the CM Repository;

C.9.7.3 Provide detailed documentation describing how to build the delivered, tested software;

C.9.7.4 Perform system configuration to enable the to-be business processes in one or more of the enterprise applications;

C.9.7.5 Provide system configuration support based on configuration plans, which may be developed by the USPTO or the Contractor (varies by task order) that incorporate configuration scope, release cycles, test plans, data requirements, and associated development objects. System configuration includes creating supporting documentation, including processes and procedures, and performing audits. All of which shall conform to the USPTO configuration management policy;

C.9.7.6 Provide, maintain, and update Dynamic Operational Support Plans;

C.9.7.7 Implement use of Software Code Quality (SCQ) and Software Code Assurance (SCA); http://ptoweb.uspto.gov/ptointranet/cisd/cio/archive/tsgs/docs/RST_TSG.DOC;

C.9.7.8 Use Government provided automated testing tools to detect errors, enable best practices, find security vulnerabilities, and remediate the applicable vulnerabilities within developed software source code; and

C.9.7.9 In accordance with SDLC, conduct all necessary deployment and release activities including fully preparing the sites for implementation; conducting pre-deployment site assessments; validating infrastructure readiness; providing end user identification, mapping, provisioning and implementation; and change management and communications activities;

C.9.7.10 Support on-site post deployment activities (e.g., end user training, data validation, data maintenance, prioritization and escalation of help desk tickets, financial compliance and validation, and translation of business processes in the enterprise environment.

C.9.8 User Experience Design

C.9.8.1 Plan and conduct User Research to determine stakeholder and end-user needs and preferences;

C.9.8.2 Support usability metrics that need to be met;

C.9.8.3 Using the USPTO User Centered Design (UCD) methodology, develop conceptual (wireframes, mockups) and logical (clickable wireframes, prototypes) designs that both meet usability metric goals and are technically feasible (see section J-10);

C.9.8.4 Plan and conduct expert reviews (heuristic evaluations) and/or usability tests to evaluate the usability of the product;

C.9.8.5 Maintain the Portfolio and Project Pattern Libraries and Style Guide to provide a consistent look and feel across USPTO applications. Collaborate with the UXD Standards Governance Committee and maintain all documentation within the Enterprise Pattern Library as new designs are created;

C.9.8.6 Develop testing plan including script and metrics;

C.9.8.7 Iteratively conduct usability testing (frequency to be defined at the task

order-level);

C.9.8.8 Generate usability test reports outlining findings and recommendations from tests; and

C.9.8.9 Develop 508 compliant applications within the scope of USPTO adapted standards.

C.9.9 Defect Triage

C.9.9.1 Participate in defect triage following the USPTO Defect Management Plan using USPTO defect management tools;

C.9.9.2 Identify, correct, and document defects using the defect management tools; and

C.9.9.3 Implement, maintain, and report on the causes for high risk issues and determine how to prevent them from being repeated. The Contractor shall include a root-cause analysis and written remediation report when requested by the COR or TOM within 5 business days of the findings.

C.9.10 Production Support

C.9.10.1 Maintain, sustain, update, and migrate system baselines for development, quality assurance, Continuity of Operations (COOP) and training;

C.9.10.2 Maintain and update Plan of Action and Milestones (POAMs), and bugs;

C.9.10.3 Ensure that the USPTO can support any proposed software solution, and that the solution includes all technical support data and maintenance procedures to detect and isolate issues in production;

C.9.10.4 Provide configuration and installation information for production needs, and document and provide deployment instructions for both COTS and developed systems;

C.9.10.5 Provide training and/or documentation as requested – level of effort will vary by task order;

C.9.10.6 Provide on-call Operational Support 24 hours a day, seven (7) days a week, as specified in task order;

C.9.10.7 Provide emergency support for production issues as required, as specified in task order;

C.9.10.8 Provide a root cause analysis for all production software investigations;

and

C.9.10.9 Handle outages on production systems in accordance with the OSP for that AIS;

C.9.10.10 Automate production tasks, when possible.

C.9.11 Maintenance Support

C.9.11.1 Identify, plan, and conduct maintenance activities. The Contractor shall perform maintenance activities including identification, isolation, and resolution of system problems to restore normal operations;

C.9.11.2 Perform maintenance activities including systematic inspection, detection, and correction of problems before they occur. This support will help increase software maintainability and reliability, and to prevent problems in the future (e.g., applying application or operating system patches).

C.9.11.3 Schedule maintenance (frequency to be defined at the task order-level), apply patches, and adhere to information assurance vulnerability alerts. Plan for and manage multiple landscapes and transport paths and coordinate efforts across multiple products/programs.

C.9.11.4 Perform maintenance activities (frequency to be defined at the task order-level), designed to cope with changes in the software environment including the implementation of processing efficiencies, and/or considerations for additional delivered capabilities to enable existing and future requirements;

C.9.11.5 Monitor and report system and operational metrics against system-specific defined standards and parameters;

C.9.11.6 Complete operational and system performance measurement as specified in each task order;

C.9.11.7 Design, document and implement policies, processes, and procedures to ensure that COOP is consistent with system availability requirements during all disaster recovery test events, and after a natural or manmade disaster renders a component of the technical landscape unusable. Coordination includes communication with the hosting organization to ensure the requirements for system design and sustainment are synchronized; and

C.9.11.8 As specified in each task order, track and resolve system incidents and problems identified in the USPTO tracking system. This includes

problems that impact system functionality or availability, diagnostics, interface problems, performance-related problems, and collaboration with the COTS enterprise application vendor to resolve problems.

C.9.12 Studies

C.9.12.1 The Contractor shall perform studies to analyze/define products and solutions, including market research.

C.19.12.2 The Contractor shall identify viable commercial and government products and solutions and determine whether they meet USPTO's mission / requirements.

C.9.12.3 The Contractor shall define criteria for evaluating alternatives.

C.9.12.4 The Contractor shall perform an analysis of alternatives and define each alternative's capabilities, risks, benefits, and costs.

C.9.12.5 The Contractor shall evaluate business strategies and provide recommendations as to which alternative best meets USPTO's needs.

C.9.13 Planning

C.9.13.1 The Contractor shall work with USPTO stakeholders and customers to define and capture business or operational user needs.

C.9.13.2 The Contractor shall identify operational inefficiencies and opportunities for improvement.

C.9.13.3 The Contractor shall define requirements and performance metrics to address business and operational user needs. Note: If the Contractor supports requirements definition for a specific effort, then the Contractor will be ineligible to compete for the task order to perform that work.

C.9.13.4 The Contractor shall support the development of project schedules and activity descriptions.

C.9.13.5 The Contractor shall identify and develop any necessary planning or requirements development documentation.

C.10 Standards and Policies

C.10.1 The Contractor shall adhere to the USPTO enterprise policies including Enterprise Configuration Management (ECM) and Configuration Management (CM) procedures.

C.10.2 The Contractor shall adhere to the USPTO Architecture or to the existing architecture for development for new projects/services and to existing projects that are part of the next generation USPTO.

C.10.3 The Contractor shall adhere to all USPTO guidance for all development for business and operational metrics.

C.10.4 The Contractor shall adhere to the USPTO policies and standards for software development. Where standards do not exist, Application Development shall adhere to industry best practices as approved by the USPTO.

C.10.5 The Contractor shall use development, CM, Testing and other tools designated by the USPTO.

C.10.6 The Contractor shall use SDLC including the current software development methodology, policies, procedures and directives.

C.10.7 The Contractor shall follow USPTO lifecycle testing policies, guidelines and procedures for test planning, test case design, test case development, test automation, test execution, test reporting, and defect management.

C.10.8 The Contractor shall follow USPTO Information Technology Infrastructure Library (ITIL) policies, procedures and directives.

C.10.9 The USPTO is constantly updating and creating policies and standards. Any new policies and standards will be identified at the task order level.

C.11 QASP

C.11.1 The Contractor shall develop and maintain a Quality Assurance Surveillance Plan (QASP) that documents the Contractor quality assurance process and covers all aspects of quality management to include corrective actions. The plan shall include the Contractor's approach pertaining to contract deliverables; approach to delivering conforming services with minimal government oversight; approach to personnel and sub-contractor evaluations; approach to measuring customer satisfaction; approach to risk management to include risk mitigation; approach to cost control; approach to schedule adherence; approach to incentives for personnel. Metrics in the QASP should include project management metrics such as: schedule, budget & expenditure reporting, efficiency in code, code coverage, defects per lines of code, design defects, testing defects, production defects, adherence to standards, CM build success rate, installation issues, productivity metrics (e.g. incident resolution/unit of time), emergency response time and others as identified by the contractor.

C.11.2 Metrics shall be baselined in the QASP and updated on a task order basis based on the volume, complexity of the work and the timeliness and quality of the contractor. The contractor shall provide a QASP 30 days after contract award with metrics from the contractor to show how they shall provide a quality product(s) and support. The QASP shall be updated and resubmitted on a yearly basis at a minimum. Performance ratings for each of the metrics shall be based on the volume and complexity of work performed, and the timeliness and quality of the contractor response. Poor performance may affect award of future task orders.

SECTION D - PACKAGING AND MARKING

D.1 Packaging

(a) All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe and timely delivery at the destination, in accordance with applicable security requirements.

(b) Cover letters and deliverables are to be assembled together in one complete package; with the exception of technical deliverables required under task orders, addressed to the Contracting Officer. The Contractor is to furnish the Contracting Officer only the cover letters for technical deliverables. This does not apply to any contractual administration documents that the Contractor is required to send to the Contracting Officer.

(c) Other special packaging provisions may be specified in any task order issued under this contract.

D.2 Marking

(a) PROPRIETARY OR SENSITIVE MATERIAL -- The Contractor shall isolate all material which it asserts is "proprietary" or "sensitive," and shall provide that material within an appendix or appendices. This isolation includes both material for which the contractor asserts its own rights and material that the contractor asserts is proprietary to other vendor or vendors. The Contractor shall appropriately mark that appendix or those appendices; the contractor shall not mark any other pages of the document deliverables. The Contractor shall refer the reader, in the main text, to the appendix or appendices. The Contractor shall mark the cover of each and every document deliverable with a statement. That cover statement shall: 1) state that there is no proprietary content on unmarked pages; 2) identify the appendix or appendices which contain proprietary content; 3) state the USPTO has complete freedom to distribute the document, without the marked parts, to anyone, including other companies, foreign governments, foreign nationals, and academia; 4) state that the Contractor assumes full responsibility for the correct isolation of proprietary content of the marked

appendix or appendices. Within the marked appendix or appendices, the Contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," " Six (6) years after final payment, this information is no longer considered sensitive, and may be freely distributed or disposed"). This requirement applies to all tasks under this contract.

(b) PROCUREMENT SENSITIVE MATERIAL -- All procurement sensitive documents delivered to the USPTO shall be bound under a red cover for easy identification. Procurement sensitive deliverables must be packaged for delivery in a sealed, addressed envelope or box. The envelope or box must be stamped with the procurement sensitive notification. Delivery of procurement sensitive deliverables shall follow the same procedures used for other contract correspondence/deliverables. If the documents delivered to the USPTO are through electronic delivery, ensure all documents are marked with the procurement sensitive notification.

(c) All deliverables prepared and submitted by the contractor to the Government shall include the following information on the cover page of each document:

(1) Contract number
(2) Task order number
(3) Deliverable Number
(4) Deliverable Name

(5) Date of document
(6) Cover statement, as required by this clause that shall:
   a. State that there is no proprietary content on unmarked pages
   b. Identify the appendix or appendices that contain proprietary content
   c. State the USPTO has complete freedom to distribute the document, without the marked parts, to anyone whomsoever, including other companies, foreign governments, foreign nationals, and academia
   d. State that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices.

(7) Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," 'Six (6) years after final payment, this information is no longer considered sensitive, and may be freely distributed or disposed").

Period of Performance

(a) The period of performance of this contract, excluding options, shall be from the effective date of the contract for one year. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Base Period	September 30, 2016 - September 29, 2017
Option 0001	September 30, 2017 - September 29, 2018
Option 0002 (52.217-8 Extension)	September 30, 2018 - March 31, 2019*

* Task orders may extend up to one (1) year beyond this date but must be placed on or before March 31, 2019, per clause 52.216-22.

CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (ALTERNATE 1)	OCT 1995
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APRIL 2014
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JULY 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING SUBCONTRACT AWARDS	OCT 2015
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JULY 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY JULY 2015 CODE REPORTING	JULY 2015
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY MAINTENANCE	JULY 2015
52.207-2	NOTICE OF STREAMLINED COMPETITION	MAY 2006
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION	NOV 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015

52.212-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (ALTERNATE I)	MAY 2015
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.217-31	TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS COMMERCIAL ITEM ACQUISITION	FEB 2007
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA –SPECIAL WORKS	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAY-MENT, MAJOR SYSTEMS	MAY 2014
52.227-22	MAJOR SYSTEM – MINIMUM RIGHTS	JUN 1987
52.227-23	RIGHTS TO PROPOSED DATA (TECHNICAL)	JUN 1987
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUL 2013
52.233-1	DISPUTES - ALTERNATE I	DEC 1991
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-15	STOP-WORK ORDER	AUG 1989
52.244-2	SUBCONTRACTS	JUN 2007
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-4	INSPECTION OF SERVICES –FIXED PRICE	AUG 1996
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR HOUR	MAY 2001

52.246-20	WARRANTY OF SERVICES	MAY 2001
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR1984
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
1252.209-72	RESTRICTIONS AGAINST DISCLOSURE	APR 2010
1352.209-73	COMPLIANCE WITH THE LAWS	APR 2010

IN FULL TEXT

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ( ).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-1 Qualification Requirements (FEB 1995)

Qualification Requirements (Feb 1995)

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____
(Address) _____
(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.
Offeror's Name _____
Manufacturer's Name_____ _____
Source's Name _____
Item Name _____
Service Identification _____
Test Number _____
(to the extent known)
(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or
service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires revaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires revaluation of the qualification. The revaluation must be accomplished before the date of award.
(End of clause)

52.209-5 Certification Regarding Responsibility Matters (OCT 2015)

Certification Regarding Responsibility Matters (Oct 2015)
(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification

or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity

(e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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 Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (July 2013)

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in—
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of Provision)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Mar 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference provisions of law or Executive orders applicable to acquisitions of commercial items:
|Contracting Officer check as appropriate.|

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
_X_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
__ (10) [Reserved].
__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award(Nov 2011) (15 U.S.C. 657a).
__ (ii) Alternate I (Nov 2011) of 52.219-3.
__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (ii) Alternate I (Jan 2011) of 52.219-4.
__ (13) [Reserved]
__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.
__ (iii) Alternate II (Mar 2004) of 52.219-7.
_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Oct 2001) of 52.219-9.
__ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (iv) Alternate III (Oct 2015) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
_X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
_X_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_X_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
_X_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C., Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (May 2014) of 52.225-3.
__ (iii) Alternate II (May 2014) of 52.225-3.
__ (iv) Alternate III (May 2014) of 52.225-3.
__ (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
_X_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

|Contracting Officer check as appropriate.|

_X_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 any public facility)the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b),

(c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Mar 2016). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of

any public facility),the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) ___(1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

___(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Require ments (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(P) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

52.213-1 Fast Payment Procedure.

As prescribed in 13.404, insert the following clause:

Fast Payment Procedure (May 2006)

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies.

(1) Title to the supplies passes to the Government upon delivery to

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall—

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice "FAST PAY." Invoices not prominently marked "FAST PAY" via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either

(i) Submit the receiving report on the prescribed form with the invoice; or

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level—

(1) National stock number and/or manufacturer's part number;

(2) Unit of measure;

(3) Ship-To Point;

(4) Mark-For Point, if in the contract; and

(5) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

(i) Ship-To Point.

(ii) Mark-For Point.

(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) FAST PAY container identification. The Contractor shall mark all outer shipping containers "FAST PAY" When outer shipping containers are not marked "FAST PAY," the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(End of clause)

52.216-18 – Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09/07/2016 through 09/06/2018.

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

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

(End of Clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $1.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) *Maximum order.* The Contractor is not obligated to honor --
(1) Any order for a single item in excess of $480,000,000.00;
(2) Any order for a combination of items in excess of $480,000,000.00; or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of Clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered,

the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2020.
(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _60 days before the end of the contract.

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Two (2) years.

(End of Clause)
1352.209-70 Potential Organizational Conflict of Interest (APR 2010)

(a) There is a potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to the Government determining that this effort may result access to information such as sensitive information, source selection information, USPTO plans, polices, reports, studies, financial plans, internal data protected by the Privacy Act of 1974

(Pub. L. 93-579), or data which has not been released or otherwise made available to the public. Accordingly:

(1) Restrictions are needed to ensure that not any unfair competitive advantages obtained by any one contractor throughout the contract period of performance.
(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a provision in the resulting contract that shall disqualify the offeror from further consideration for award of specified future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

PTO-04: Data Security

REPRODUCTION AND DISCLOSURE OF CONFIDENTIAL DATA
Reproduction or disclosure of confidential data provided by the USPTO, or to which the Contractor will have access to as a result of this contract, is prohibited. It is understood that throughout performance of this contract, the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretation thereof or data derivative there from, to unauthorized parties in contravention of these provisions, without prior written approval of the Contracting Officer and any party in which title thereto is wholly vested. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred. All Contractor personnel working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents. This clause also applies to any subcontractors and/or consultants used by the Contractor.

GOVERNMENT FURNISHED DATA (IF APPLICABLE)
The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as agreed upon.

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

Upon completion of or termination of this contract, the Contractor shall return to the Government all GFD.
RIGHTS IN DATA
When using any FAR clause as prescribed in FAR Subpart 27.4, *Rights in Data and Copyrights*,

that contains the definitions "unlimited rights" and "computer software," the definitions shall be expanded to include the following:

"Unlimited rights" means the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

"Computer software" shall also additionally include, but not be limited to: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related to computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all computer software first produced in the performance of this contract.

SECRECY AND USE OF PATENT INFORMATION (IF APPLICABLE)

Work under this contract does not affect 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-know 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 this contract. Furthermore, 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 to the Contractor by the Government, or obtained by the Contractor from the Government, except in 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 of patent application folders. All processing, storage, or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO. All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

"I do swear and 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.

(End of Clause)

PTO-25 - Notice of Supply Chain Risk Assessment (Aug 2015)

Supply Chain Risk Management (SCRA) restrictions require the Department of Commerce, among others, to assess any associated risk of cyber espionage or sabotage associated with the acquisition of an information technology system including any risk associated with such system being produced, manufactured, or assembled by one or more entities identified by the United States Government as posing a cyber threat, including, but not limited to, those that may be owned, directed, or subsidized by the People's Republic of China.

Offerors and awardees are required to provide any information to the Department it deems necessary to facilitate its compliance with the SCRA including, but not limited to, the data requested by the PTO-27 Supply Chain Risk Assessment Information (Aug 2015) questionnaire included in this solicitation. By submission of its proposal, the offeror acknowledges the Department retains the right to reject any offer without recourse or explanation if the Department determines the offeror or the equipment or software offered by the offeror or awardee, presents an unacceptable risk to national security.

PTO- 26 Non Destructive and Destructive Testing (Aug 2015)

The Department of Commerce may engage in non-destructive and/or destructive testing of any information system, equipment and software that it determines could negatively affect the security or performance of a Department of Commerce IT system.

(End of clause)

PTO-27 Supply Chain Risk Assessment Information (Aug 2015)

To allow the Department of Commerce to conduct a risk assessment, the offeror/contractor shall submit the following information with its proposal and/or on acceptance of this contract or contract modification:

(A) (1) Its identity, including that of each parent and/or subsidiary corporate entities.

(2) Any proposed subcontractors involved in its supply chain.

(3) The degree of any foreign ownership in or control of the entities identified under (A)(1) or (2).

(4) The names and dates of birth of the offeror's/contractor's corporate officers identified under (A)(1) or (2).

(5) Whether the offeror/contractor and subcontractors maintain a:

i. Formal security program that includes personnel security;

ii. Information security program;

iii. Physical security program;

iv. Cyber security program; and

v. Supply chain risk management program.

(6) The name and locations of each facility where any information system, IT hardware and/or software to be delivered under the contract or task order was designed, manufactured, packaged and stored prior to distribution.

(7) Whether a separation of duties exists during the development process of any informa tion system, IT hardware and/or software to be delivered under the contract or task order.

(8) The means and method for delivering any information system, IT hardware and/or software to be delivered under the contract or task order, including the name(s) of any entity responsible for transport or storage. This information should address whether the information system, IT hardware and/or software will be direct-shipped to the Department.

(9) Whether the proposed information system, IT hardware and/or software includes a service agreement required by the contract or task order, and, if so, the identity of the contractor/subcontractor(s) who will provide this follow-on service, and how the services will be delivered/deployed (e.g., via on-site service? Remotely via internet?)

(10) The identity of the entity that will provide disposal services of any information system, IT hardware and/or software required by the contract or task order.

(B) The Government may require additional information if necessary.

(C) The offeror/contractor shall insert the substance of this language (i.e., language included in this paragraph 9) in all subcontracts involving the development and delivery of an IT system,

IT hardware and/or software under this acquisition. For purposes of this requirement, "subcontractor" shall include suppliers, distributors, and manufacturers.

(D) Supply Chain Risk Assessment Information shall be marked as contractor bid proposal information and source selection information in accordance with FAR 3.104-4 and securely transmitted to the contracting officer.

(E) By submission of its offer and/or acceptance of this contract or contract modification, the offeror/contractor represents this information is accurate and complete. Offerors and contractors shall have a continuing obligation to amend any information that changes during the evaluation period prior to award and/or during the period of performance of the contract or task order(s).

(End of clause)

PTO-28 Evaluation of Supply Chain Risk Assessment Information (Aug 2015)

The Department will evaluate the information provided to assess the national security risk associated with the offeror's proposal.

(End of clause)

PTO – 29 Novation Agreement for Acquiring Certain Information Technology (Aug 2015)

(1) "Novation agreement" means a legal instrument—(a) Executed by the--(i) Contractor (transferor); (ii) Successor in interest (transferee); and iii) Government; and (b) By which, among other things, the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and the Government recognizes the transfer of the contract and related assets. (FAR 2.101 – Definitions).

(2) The Department may in its interest recognize a successor in interest. The offeror and or subsequent awardee(s) agree as a condition of this contract, that any novation considered and recognized by the Department shall be subject to SCRA restrictions and applicable language, including "PTO-25 Notice of Supply Chain Risk Assessment (July 2015)", "PTO-26 Non Destructive and Destructive Testing (Aug 2015), "PTO-27 Supply Chain Risk Assessment Information (Aug 2015) and "PTO-28 Evaluation of Supply Chain Risk Assessment Information (Aug 2015)."

(End of Clause)

F.1 Period of Performance

(a) The period of performance of this contract, excluding options, shall be from the effective date of the contract for one year. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Base Period	September 30, 2016 - September 29, 2017
Option 0001	September 30, 2017 - September 29, 2018
Option 0002 (52.217-8 Extension)	September 30, 2018 - March 31, 2019*

* Task orders may extend up to one (1) year beyond this date but must be placed on or before March 31, 2019, per clause 52.216-22.

F.3 Place of Performance

(a) The work under Section C, Description/Specifications/Work Statement, is to be performed primarily at the contractor's facility (unless otherwise specified in the task order). However, meetings will be held at the USPTO in Alexandria, Virginia.

(b) As specified in individual 1 task orders, contractor staff identified as critical to the level of effort during certain activities may be required to work at site(s) specified and provided by the Government. The Government may furnish the necessary office space, office furniture, equipment, and telephones as required, on-site. Any facilities and/or equipment provided to the contractor by the Government shall be used exclusively for the performance of contract tasks.

F.4 Meetings

F.4.1 Kickoff Meetings for Issued Task Orders.

The Contractor shall attend a Kick-Off Meeting with the Contracting Officer, the COR and the TOM NLT 5 business days after the date of award. The purpose of the Kick-Off Meeting, which may be chaired by the Contracting Officer is to discuss technical and contracting objectives of this task and review of the task requirements. The Kick-Off Meeting shall be held at the Government's facility and will be scheduled by USPTO.

F.4.2 Status Meetings

(a) The Program Manager shall be available to meet with the Contracting Officer, COR, and TOM upon request to discuss Contract and task order progress, exchange information and resolve emergent technical problems and issues. Subjects for discussion at the status meetings shall include at a minimum; but are not limited to:

(1) Work completed during the reporting period.

(2) Technical status reports on all tasks.

(3) Financial status reports on all tasks.

(4) Work schedule for the next reporting period.

(5) Identification of any problems or delays and recommendations as to their resolution with reference to the problem reports submitted in the interim.

The Contractor shall make available all technical personnel associated with the project work areas, which are related to the topics that are listed in the proposed agenda. These meetings shall take place at the Government's facility.

(b) Other meetings between the contractor and the USPTO will be held on an "as required" basis during the performance of the contract. The majority of the meetings will be held at the U.S. Patent and Trademark Office, Madison Building (600 Dulany St., Alexandria, VA 22314); however, meetings may also be held at the contractor's facility when determined appropriate. The contractor shall be able to attend any meeting called by the USPTO when given a thirty-minute advance notice of such a meeting.

F.4.3 Defect Triage Meetings: The Contractor shall participate in defect triage and analysis review meetings. These meetings are scheduled by the USPTO to validate, rate, assign, and prioritize system defects during the development process. The contractor shall follow USPTO defect management processes and procedures for defect triage meetings.

F.5 Contract Deliverables

(a) The following shall be delivered to the USPTO as required in accordance with the format and criteria shown in Section J.2 List of Attachments to this solicitation:

(1) Monthly Status Report (Contract Deliverable No. X)
(2) Letter of Completion (Contract Deliverable No. X)
(3) Problem Notification Letter (Contract Deliverable No. X)
(4) Agenda and Minutes of Meetings (Contract Deliverable No. X)
(5) Weekly Status Report (Contract Deliverable X)
(6) Invoices

(b) Other Deliverables

(1) The Contractor shall review results of design and code reviews and shall reply, in writing, with plans to address each issue. The USPTO will review the contractor's written plan and provide the course of action for each issue.

(2) All delivered software shall be certified by the contractor, in writing, to have been unit tested -- and to be working according to the submitted, written design document. The written certification shall be submitted to the USPTO COR and TOM by the contractor prior to deployment.

(3) The Contractor shall notify the USPTO of issues that impact schedule or scope.

(4) The Contractor shall provide technical documentation as required by SDLC specified at the task order level.

(5) The Contractor shall provide results of all internal code reviews.

(6) The Contractor shall provide Release Notes for the delivery of software including versions of libraries or services, a list of modules changed, requirements met, bugs fixed, build changes.

(7) The Contractor shall provide User and Helpdesk Documentation and Training, as specified at the task order level.

(8) The Contractor shall provide a Quality Assurance Surveillance Plan (QASP) identifying how the contractor shall ensure and measure consistent quality performance to include the number of defects in design, development and problem reports in production, and methods for improvement, review project documentation, provide support for the technical reviews, participate in QM walkthroughs, audits, and report metrics. A QASP shall be submitted within thirty (30) days after contract award and subsequent updates as requested for task order awards not to exceed fifteen (15) days after award of the task order.

(9) The Contractor shall provide test plans for each system in FQT testing queue.

(10) The Contractor must provide defect reporting, i.e., defect tracking, trends and metrics for defect discovery and analysis, test case development, test case execution, test script development, test script execution, test coverage, and tester activities.

(11) System Architecture Document (SAD) or Updates

(12) System Design Document (SDD) or Updates

(13) Release Notes

(14) CM Build Plans or Updates

(15) Dynamic Operations Plan

(16) Installation and Deployment Instructions per task order requirements document.

(17) Investigation Reports (Root Cause Analysis)

(18) Other technical products shall be provided to the USPTO as required in individua l task orders

(19) Transition Plan.

F.6 De live rable Medium

The number of copies, specific instructions for the medium and format for electronic copies, and other instructions about these deliverables will be specified in the task order(s). However, general instructions are as follows:

(a) The Contractor shall provide copies of all draft and final deliverables in electronic format to the USPTO COR and TOM, unless otherwise specified within individua l task orders.

F.7 Task Orders Performance Period and Pricing

(a) Task orders may be issued at any time during the base period and/or option periods. The performance period will be specified in the task order. Task orders shall be priced using the Section B rates and any other associated non-labor costs that will be applicable to the task order's anticipated period of performance.

(b) For purposes of task orders that extend beyond the expiration date of the contract, the final contract year's pricing shall be used.

F.8 Delivery

The items required under each individual task order shall be delivered and received at destination within the timeframe specified in each order.

F.9 Deliverables

(a) All applicable deliverables, their required delivery dates, and destination of delivery shall be specified in each task order issued under this contract. The schedule for completion of work to be performed under this contract will be delineated in each task order issued under this contract, as applicable.

(b) All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

(c) Each contract-level and task order-level deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead and in accordance with D.2 Marking.

(d) In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the Contracting Officer and COR. For any task order level deliverable, the Contractor shall provide written notification immediately to the Contracting Officer, COR, and TOM. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F.10 Task Order Status Report

(a) The Contractor shall submit written monthly status reports 15 calendar days after the end of each calendar month. The Contractor shall be able to track budgets and expenditures at the program, project, and activity code.

(b) If there are no problems, all monthly progress reports shall include a written statement, as follows, certifying to the absence of progress problem:

(1) 'The Contractor hereby certifies that it recognizes no problems which affected progress during the current reporting period."

(c) The monthly status report shall be submitted in accordance with the format and criteria provided in the Monthly Status Report (Contract Deliverable No. X) included in Section J.2.A.3.

F.11 Subcontracting Plan Reports

Large Businesses shall submit periodic reports which show compliance with their subcontracting plan. The Contractor shall submit Standard Form (SF) 294 and 295 in accordance with the instructions on the forms. The Contractor shall ensure that their Subcontractors agree to submit the forms, which forms are described in Sections F.15.1 and F.15.2, below. The SF-294 and SF-295 forms are available online at the General Services Administration web address: http://www.gsa.gov/forms

F.12 Electronic Subcontracting Reporting System

(a) The requirement for the submittal of paper versions of Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9 (j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS) at http://www.esrs.gov/.

(b) The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

(c) The Contractor or Subcontractor shall provide such information that will allow applicable lower tier Subcontractors to fully comply with the statutory requirements of FAR 19.702.

F.12.1 Subcontracting Report For Individual Contracts

The Contractor shall submit SF-294, Subcontracting Report For Individual Contracts electronically via the Electronic Subcontract Reporting System (eSRS)* within 30 calendar days after the close of each calendar period: (1) April 30 for the period October 1 through March 31 and (2) October 30 for the period April 1 through September 30. The SF-294 report is required for all Contractors submitting individual or master subcontracting plans.

F.12.2 Summary Subcontract Report (SF-295)

The Contractor shall submit SF-295, Summary Subcontract Report electronically via the Electronic Subcontract Reporting System (eSRS)*. The report is due October 30th for the calendar period October 1 through September 30.

G.1 Contracting Officer's Authority

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

G.2 Contracting Officer's Representative (COR)/Task Order Manager (TOM)

(a) (To be designated at time of award), is hereby designated as the COR. The COR 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 COR, will be promptly provided to the contractor by the Contracting Officer in writing. The COR is located at the U.S. Patent and Trademark Office, 600 Dulany Street, Alexandria, VA 22314-5782.

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

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

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. An alternative COR may be named by the Contracting Officer, in the absence of the COR.

(c) (To be designated at time of task order award), is hereby designated as the TOM. The TOM 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 TOM, will be promptly provided to the contractor by the Contracting Officer in writing. The TOM is located at the U.S. Patent and Trademark Office, 600 Dulany Street, Alexandria, VA 22314-5782.

(d) The responsibilities and limitations of the TOM are as follows:

(1) The TOM is responsible for function as the technical representative of the Contracting Officer for tasks awarded against a master contract, including surveillance personnel responsible for monitoring contractor performance; and abiding by guidance and requirements provided by the COR for the underlying contractual vehicle.

(2) The TOM also supports the cognizant COR by making recommendations on the acceptability of products, services, or deliverables in accordance with the Task Order. TOMs assist the COR by promptly reviewing and verifying invoices in order to facilitate approval and processing of receivers by the COR in a timely manner.

G.3 Government-Furnished Property

Individual task orders will list any Government-furnished property or facilities to be provided to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause.

G.4 Government-Furnished Data

(a) Individual task orders will list any Government-furnished data or reference documents to be provided, with specified delivery dates, to the contractor for use in the performance of this contract. If the data or reference document, suitable for its intended use, is not delivered to the contractor by the specified date, the COR will be immediately notified by the contractor, with the contractor indicating the impact and requesting direction from the COR.

(b) Title to Government-furnished data and reference documents shall remain with the Government.

(c) The contractor shall use the Government-furnished data and reference documents only in connection with this contract.

(d) Government-furnished data and reference documents will be returned to the Government upon conclusion of the task order or as otherwise specified.

G.5 Government-Furnished Equipment (GFE)

(a) Individual task orders will list any Government-furnished equipment to be provided, with specified delivery dates, to the Contractor for use in the performance of this contract. If the equipment, suitable for its intended use, is not delivered to the contractor by the specified date, the Contractor will immediately notify the COR, with the Contractor indicating the impact and requesting direction from the COR.

(b) Title to Government-Furnished equipment shall remain with the Government.

(c) The Contractor shall use the Government-Furnished equipment only in connection with this contract.

(d) Government-Furnished equipment will be returned to the Government upon conclusion of the task order; or as otherwise specified.

(e) The Contractor shall allocate time and the use of appropriate personnel at the contractor site for all GFE, purchased equipment, hardware, and software for the USPTO's physical inventory conducted at the end of each fiscal year.

G.6 Invoices

(a) The Contractor shall submit invoices for services rendered and deliverables furnished, and shall submit separate invoices for each task order. The Contractor shall submit the original invoice to the Office of Finance, along with a copy of the invoice to each of the addresses below. Submission via email is preferred.

	By mail:	**By email:**
Original	U.S. Patent and Trademark Office Office of Finance Mail Stop 17 P.O. Box 1450 Alexandria, VA 22313-1450	OfficeofFinance@uspto.gov
Copy 1 - COR	U.S. Patent and Trademark Office Vendor Management Division Varies by Contract, COR	FIRST.LAST@uspto.gov
Copy 2 – OCIO	U.S. Patent and Trademark Office	invoice-sdi-ng1@uspto.gov The email subject line must be in the following format: Task Order (Space)-(Space) Invoice Number. Example: "DOC56PAPT1507002 INV22222222"

a) To constitute a proper invoice, the Contractor's invoice shall include:

1) Name and address of the business concern
2) Contractor DUNS number (or DUNS+4)
3) Invoice date and invoice number
4) Contract number (including order number and contract line item number (CLIN))
5) Task Order (or BPA Call) Number and Title (as applicable)

6) Taxpayer Identification Number (TIN) (if required)
7) Period covered by the invoice
8) Terms of any applicable discount(s)
9) Shipping number and date of shipment (if applicable)
10) Bill of lading number and weight of shipment (if applicable)
11) Name, title, address, and phone number of the official to whom payment is to be sent
12) Name, title, address, and phone number of person to notify in the event of a defective invoice
13) Description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered, including:
    a. Total task order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, and hourly rates, should be listed and broken down separately for the total contract prior to the current invoice.
    b. Total Current Period: all labor (individually listed) categories, hours being billed, and hourly rates, should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if more than one site.
    c. Total Contract Costs To-Date: all labor categories (individually listed), hours being billed, and hourly rates should be listed and broken down separately for the total contract through the current invoice.

b) The Contractor shall clearly mark its final invoice for payment as "Final Invoice for Payment." A final invoice represents the amount remaining to be paid by the USPTO to the Contractor for services rendered, which, once paid, will represent the final total paid cumulative value of the task order.

c) The Government may reject any invoice that contains billing errors, improperly billed costs, or otherwise fails to comply with invoice requirements. If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the new acceptance of replacement items.

d) Costs being billed for individual task orders shall be invoiced separately; billing for more than one task order per invoice is not allowed.

G.7 Task Orders

(a) The USPTO will provide each vendor with a requirement (either a Statement of Work (SOW), Statement of Objectives (SOO), or Performance Work Statement (PWS)) for each task order to be competed. The USPTO will make an award selection based stated in the Request for Proposal (RFP).

(b) The Contractor shall perform work under this contract as specified in written task orders and associated RFP issued by the Contracting Officer.

(c) The Contractor shall acknowledge receipt of each awarded task order via email within 24 hours after receipt. The Contractor shall begin work on the task order in accordance with the period of performance indicated on the task order.

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

(f) Technical interface with the COR/TOM and other designated Government personnel will be provided upon request to assist the Contractor personnel in obtaining information pertinent to the task order.

G.8 Task Order Implementation

(a) All task orders must have a baselined project plan, activity descriptions (detailed tasking description) and statement of work before the task order will be negotiated and approved. Some task orders will not require a project plan but will require a detailed tasking description that describes each task to be performed, the work or deliverables to be produced, and deliverable due dates. Task order modifications shall be documented by a revised requirement document, if applicable, and revised proposal.

H.1 Key Personnel

(a) The key personnel listed in (1) below are considered to be critical to the successful performance of this contract. Prior to replacing the key personnel, the contractor shall obtain written consent of the Contracting Officer. In order to obtain such consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

(1) Program Manager:
Serves as the contractor's single point of contact, and shall be the contractor's interface with the Government Contracting Officer, the Contracting Officer's Representative, Task Order Managers, and government stakeholders. Responsible for formulating and enforcing standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization. Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract.

(b) The Program Manager shall be assigned and available on this contract from the date of contract award and the contractor shall provide a resume for the key personnel assigned to this contract. If the Program Manager, for whatever reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 10

work days, or is expected to devote substantially less effort to the work than indicated in the proposal, the contractor will immediately notify the Government Program Manager and the Contracting Officer and will, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

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

(d) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have qualifications that are equal to or better than those of the person who is being replaced. The Contracting Officer will notify the contractor, within 15 calendar days after receipt of all required information, of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

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

(f) The Contractor shall provide a Program Manager who shall be designated as 'KEY' and shall be responsible for ensuring all work is performed as required under this contract and any issued task orders. The Program Manager shall ensure Contractor employees are aware of, understand, and abide by USPTO rules, regulations, safety practices, and shall have full authority to act on matters pertaining to the performance of services under the resulting contract and any issued Task.

(g) The Program Manager shall also be the primary point of contact for the Contracting Officer and designated representatives of the Contracting Officer. The name of this individua l shall be provided in writing to the Contracting Officer not later than five (5) business days prior to the date of award for each task order.

(h) During any absence of the Program Manager, only one (1) alternate shall have full authority to act for the Contractor on all matters relating to this contract. The Contractor shall not replace the Program Manager without prior written approval from the Contracting Officer.

(j) The Program Manager shall notify the USPTO Contracting Officer and COR when the funding level reaches seventy-five percent (75%) of the total amount associated with each Task Order issued. (Deliverable)

H.2 Project Manager

The USPTO requires a project manager for each individual task that is issued. **A project manager is not considered key personnel.**

H.4 Employee Identification.

Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

H.5 Employee Conduct.

The Contractor's employees shall observe and comply with all applicable local regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, and possession of firearms). The Contractor shall ensure that all contractor employees present a professional appearance at all times, and their conduct does not reflect discredit on the United States, the Department of Commerce or the USPTO.

H.6 Removing Employee for Misconduct or Security Reasons.

The Contracting Officer may direct the Contractor to remove any contractor employee from the USPTO facilities for misconduct or security reasons. Such removal does not relieve the Contractor of the responsibility to provide sufficient qualified personnel for adequate and timely service. The Government will provide the Contractor with an immediate written rationale for the removal of the employee through the Contracting Officer.

H.7 Organizational Conflict of Interest

(a) Determination

The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict and the limitation on future contracting will be included in task order statement of work. The SDI-NG contractor may serve as an unbiased third party in the review of other Government contractors' plans, performance and products. Additional information can be found in Clause 1352.209-70 Potential Organizational Conflict of Interest (APR 2010).

(1) Access to and Use of Government-Furnished Information

a. If the contractor, in the performance of this contract, obtains access to information, such as sensitive information, source selection information, USPTO plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not:

1. Use such information for any private purpose unless the information has been released or otherwise made available to the public;

2. Compete for work with the USPTO based on such information until the completion of this contract or until such information is released or otherwise made available to the public, whichever is latest;

3. Submit an unsolicited proposal to the Government that is based on such information until the completion of this contract or one year after such information is released or otherwise made available to the public, whichever is latest; and

4. Release such information unless such information has previously been released or otherwise made available to the public by the USPTO.

b. In addition, the contractor agrees that to the extent it receives or is given access tothe data identified under H.7 (a)(1)(a), , it shall treat such information in accordance with any restrictions imposed on such information.

(2) Access to and Protection of Proprietary Information of other companies

a. The contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to protect such proprietary data from unauthorized use or disclosure and will refrain from using the information for any purpose other than that for which it was furnished.

b. In addition, the contractor shall obtain from each employee who has access to the confidential or proprietary data under this contractthich shall in substance provide that such employee shall not, during his/her employment by the contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. Furthermore,

the contractor will provide a training course on Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in performance of this contract except as provided herein.

c. To the extent that the work under this contract requires access to proprietary, business, or financial data of others, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such individuals or organizations.

(b) Subcontracts

The contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier. The terms "contract", "contractor", and "Contracting Officer" will be appropriately modified to preserve Government's rights.

(c) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the Government to contract with the offeror and include the appropriate provisions to mitigate or avoid such conflict in the task order awarded. After discussions with the offerors, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(d) Representations and Disclosures

Prior to any commencement of any task:

(1) 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.

(2) The contractor has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included the mitigation plan.

(3) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award of a task order or any modification, the contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(4) The Contractor agrees to notify the Contracting Officer if an actual, apparent, or potential conflict of interest the contractor may have.

(c) Remedies and Waiver

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

(2) Waiver: Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes it can be mitigated, neutralized, or avoided, the offeror shall submit a mitigation plan to the Contracting Officer for review and approval/disapproval. In addition to the mitigation plan, the Contracting Officer may require additional information from the offeror in order to determine whether the mitigation plan adequately neutralizes or mitigates the conflict.

(3) Corporation Change

Anytime prior to award or after award, Contractors shall notify the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(f) Modifications

Prior to a task order modification, when the requirement document is changed to add new work or the period of performance is significantly increased, the contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

(g) Government Indemnity

The contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party information data or software by the contractor, its employees, subcontractors, or agents.

H.8 Prime Contractor/Subcontractor Teaming Roles

Companies may pursue this contract opportunity as a prime as well as a subcontractor. However, a company will be prohibited from being awarded a contract to perform as a prime and subcontractor at the same time.

H.9 Technical Data Rights

Notwithstanding the definition of "Unlimited Rights" contained in FAR 52.227-14 that is incorporated into this solicitation by reference at Section I.1, "public" is intended to include, but not be limited to, the following entities:

(a) European Patent Office

(b) Japanese Patent Office

(c) World Intellectual Property Organization

(d) Patent and Trademark Depository Libraries

(e) Other patent or trademark treaty and agreement entities

(f) Other entities, including the U.S. public, identified by USPTO as necessary to fulfill USPTO's mission.

H.10 Duplication of Effort

The contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor agrees to advise the Contracting Officer, 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, except as otherwise agreed to by the Government.

H.11 Confidentiality of Information

(a) Any designs, equipment, and/or concepts that evolve from performance thereunder shall be considered "Confidential."

(b) The contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to

review and approval by the Government's COR before publication or dissemination, for accuracy of factual data and interpretation.

H.12 Personnel Security Requirements

(a) Contractor administrative/clerical personnel working on this contract have been determined to meet the security criteria for and are designated as "Low Risk" positions. In accordance with established security procedures contractors working in positions designated Low Risk must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on the contract. This will require the contractor to submit an investigative request package consisting of the following:

(1) SF-85 (original plus 1 copy of Page 1 only)

A sample of the SF-85 form may be viewed at http://www.opm.gov/forms/html/sf.htm.

(b) Fingerprints will be required for all contractor personnel working on this contract. The fingerprinting will be performed at the USPTO Security Office.

(c) Contractor personnel, other than Contractor administrative/clerical personnel, working on this contract have been determined to meet the security criteria for and are designated as **"Moderate Risk"** and **"High Risk"** positions. See *H.29 1352.237.71 Security Processing Requirements for Contractors/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts).*

H.13 Order of Precedence

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

(a) The Schedule (excluding the specifications)

(b) Representations and other instructions

(c) Contract clauses

(d) Other documents, exhibits, and attachments

(e) The specifications

H.14 Performance Measurement

(a) Performance measurements will be specified in each task order in accordance with the QASP.

(b) Upon completion of an issued task order, the Government TOM will perform an evaluation of the contractor's performance based on the performance measurements in said task order. The evaluation of the contractor's performance may include input from the COR, Contracting Officer, and other USPTO sources deemed applicable. These task order evaluations will be used to prepare contract evaluations of contractor performance as required in accordance with FAR Subpart 42.1502.

(c) Contractor performance evaluations will be conducted in accordance with FAR Subpart 42.15.

H.15 Associate Contractor Relationship (MAY 1994)

(a) In performance of its responsibilities for USPTO's SDI as described elsewhere in the contract, the "Contractor" shall facilitate timely exchanges of information necessary to the performance of this contract. The USPTO plans to designate each SDI contractor as an "associate contractor" of the others. Accordingly,

(1) The Contractors identified as "associate contractors" shall provide for the timely, free and direct exchange of information and data necessary to the performance of this contract. Any proprietary information furnished by an associate contractor pursuant to the work under this contract will be protected from unauthorized release or disclosure beyond the scope of the contract. Further, associate contractors shall hold the Government harmless from liability for the unauthorized disclosure by the Contractor of associate contractor proprietary information.

(2) If the Contractor requires technical information from an associate contractor, the Contractor shall request and obtain any and all such information directly from the associate contractor.

(3) The Contractor shall freely and directly exchange technical information and data in the performance of its efforts. The Government reserves the right to attend technical interchange meetings but will not conduct such meetings. The Contractor shall participate in such meetings and provide appropriate SDI technical information and data. In the event of a disagreement as to what constitutes a permissible exchange of information or data under the contract, the matter shall be brought to the attention of the Contracting Officer with recommendations for resolution.

(4) The Contractor agrees to execute all necessary requirements hereunder and accepts responsibility for assuring that any exchange of information, including exchanges of proprietary data, will preclude any encumbrance or degradation of performance under this contract.

(5) Compliance with this Special Contract Requirement is included in the contract price and shall not be a basis for equitable adjustment.

(6) These relationships expire with the conclusion of the SDI contract.

(b) The following are designated Associate Contractors:

(TO BE DETERMINED AT CONTRACT AWARD)

H.18 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998

SEC. 508. ELECTRONIC AND INFORMATION TECHNOLOGY

(a) REQUIREMENTS FOR FEDERAL DEPARTMENTS AND AGENCIES.--

(1) ACCESSIBILITY.--

(A) DEVELOPMENT, PROCUREMENT, MAINTENANCE, OR USE OF ELECTRONIC AND INFORMATION TECHNOLOGY.--When developing, procuring, maintaining, or using electronic and information technology, each Federal department or agency, including the United States Postal Service, shall ensure, unless an undue burden would be imposed on the department or agency, that the electronic and information technology allows, regardless of the type of medium of the technology--

(i) individuals with disabilities who are Federal employees to have access to and use of information and data that is comparable to the access to and use of the information and data by Federal employees who are not individuals with disabilities; and

(ii) individuals with disabilities who are members of the public seeking information or services from a Federal department or agency to have access to and use of information and data that is comparable to the access to and use of the information and data by such members of the public who are not individuals with disabilities.

(B) ALTERNATIVE MEANS EFFORTS.--When development, procurement, maintenance, or use of electronic and information technology that meets the standards published by the Access Board under paragraph (2) would impose an undue burden, the Federal department or agency shall provide individuals with disabilities covered by paragraph (1) with the information and data involved by an alternative means of access that allows the individual to use the information and data.

(2) ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS.--

(A) IN GENERAL.--Not later than 18 months after the date of enactment of the Rehabilitation Act Amendments of 1998, the Architectural and Transportation Barriers Compliance Board (referred to in this section as the 'Access Board'), after consultation with the Secretary of

Education, the Administrator of General Services, the Secretary of Commerce, the Chairman of the Federal Communications Commission, the Secretary of Defense, and the head of any other Federal department or agency that the Access Board determines to be appropriate, including consultation on relevant research findings, and after consultation with the electronic and information technology industry and appropriate public or nonprofit agencies or organizations, including organizations representing individuals with disabilities, shall issue and publish standards setting forth--

(i) for purposes of this section, a definition of electronic and information technology that is consistent with the definition of information technology specified in section 5002(3) of the Clinger-Cohen Act of 1996 (40 U.S.C. 1401(3)); and

(ii) the technical and functional performance criteria necessary to implement the requirements set forth in paragraph

(1). (B) REVIEW AND AMENDMENT.--The Access Board shall periodically review and, as appropriate, amend the standards required under subparagraph (A) to reflect technological advances or changes in electronic and information technology.

(3) INCORPORATION OF STANDARDS.--Not later than 6 months after the Access Board publishes the standards required under paragraph (2), the Federal Acquisition Regulatory Council shall revise the Federal Acquisition Regulation and each Federal department or agency shall revise the Federal procurement policies and directives under the control of the department or agency to incorporate those standards. Not later than 6 months after the Access Board revises any standards required under paragraph (2), the Council shall revise the Federal Acquisition Regulation and each appropriate Federal department or agency shall revise the procurement policies and directives, as necessary, to incorporate the revisions.

(4) ACQUISITION PLANNING.--In the event that a Federal department or agency determines that compliance with the standards issued by the Access Board under paragraph (2) relating to procurement imposes an undue burden, the documentation by the department or agency supporting the procurement shall explain why compliance creates an undue burden.

(5) EXEMPTION FOR NATIONAL SECURITY SYSTEMS.--This section shall not apply to national security systems, as that term is defined in section 5142 of the Clinger-Cohen Act of 1996 (40 U.S.C. 1452).

(6) CONSTRUCTION.--

(A) EQUIPMENT.--In a case in which the Federal Government provides access to the public to information or data through electronic and information technology, nothing in this section shall be construed to require a Federal department or agency—

(i) to make equipment owned by the Federal Government available for access and use by individuals with disabilities covered by paragraph (1) at a location other than that where the electronic and information technology is provided to the public; or

(ii) to purchase equipment for access and use by individuals with disabilities covered by paragraph (1) at a location other than that where the electronic and information technology is provided to the public.

(B) SOFTWARE AND PERIPHERAL DEVICES.--Except as required to comply with standards issued by the Access Board under paragraph (2), nothing in paragraph (1) requires the installation of specific accessibility-related software or the attachment of a specific accessibility-related peripheral device at a workstation of a Federal employee who is not an individual with a disability.

(b) TECHNICAL ASSISTANCE.--The Administrator of General Services and the Access Board shall provide technical assistance to individuals and Federal departments and agencies concerning the requirements of this section.

(c) AGENCY EVALUATIONS.--Not later than 6 months after the date of enactment of the Rehabilitation Act Amendments of 1998, the head of each Federal department or agency shall evaluate the extent to which the electronic and information technology of the department or agency is accessible to and usable by individuals with disabilities described in subsection (a)(1), compared to the access to and use of the technology by individuals described in such subsection who are not individuals with disabilities, and submit a report containing the evaluation to the Attorney General.

(d) REPORTS.--

(1) INTERIM REPORT.--Not later than 18 months after the date of enactment of the Rehabilitation Act Amendments of 1998, the Attorney General shall prepare and submit to the President a report containing information on and recommendations regarding the extent to which the electronic and information technology of the Federal Government is accessible to and usable by individuals with disabilities described in subsection (a)(1).

(2) BIENNIAL REPORTS.--Not later than 3 years after the date of enactment of the Rehabilitation Act Amendments of 1998, and every 2 years thereafter, the Attorney General shall prepare and submit to the President and Congress a report containing information on and recommendations regarding the state of Federal department and agency compliance with the requirements of this section, including actions regarding individual complaints under subsection (f).

(e) COOPERATION.--Each head of a Federal department or agency (including the Access Board, the Equal Employment Opportunity Commission, and the General Services Administration) shall provide to the Attorney General such information as the Attorney General determines is necessary to conduct the evaluations under subsection (c) and prepare the reports under subsection (d).

(f) ENFORCEMENT.--

(1) GENERAL.--

(A) COMPLAINTS.--Effective 6 months after the date of publication by the Access Board of final standards described in subsection (a)(2), any individual with a disability may file a complaint alleging that a Federal department or agency fails to comply with subsection (a)(1) in providing electronic and information technology.

(B) APPLICATION.--This subsection shall apply only to electronic and information technology that is procured by a Federal department or agency not less than 6 months after the date of publication by the Access Board of final standards described in subsection (a)(2).

(2) ADMINISTRATIVE COMPLAINTS.--Complaints filed under paragraph (1) shall be filed with the Federal department or agency alleged to be in noncompliance. The Federal department or agency receiving the complaint shall apply the complaint procedures established to implement Section 504 for resolving allegations of discrimination in a federally conducted program or activity.

(3) CIVIL ACTIONS.--The remedies, procedures, and rights set forth in sections 505(a)(2) and 505(b) shall be the remedies, procedures, and rights available to any individual with a disability filing a complaint under paragraph (1).

(g) APPLICATION TO OTHER FEDERAL LAWS.--This section shall not be construed to limit any right, remedy, or procedure otherwise available under any provision of Federal law (including sections 501 through 505) that provides greater or equal protection for the rights of individuals with disabilities than this section.

H.19 Limitation on Contractor Advertisements (PTO-06) (Apr 2006)

The Contractor agrees not to refer to any contract awarded under this solicitation in commercial advertising so as to state or imply that the product or service is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of the SDI-NG contract by a contractor (including applicable subcontractors) shall not be made without the prior written permission of the Contracting Officer.

H.20 Federal Holidays

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

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Inauguration Day
Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

H.21 Contractor Justification for Other Direct Costs (ODCs)

All materials required for performance under the TOs issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. The Contractor shall utilize Government supply sources when available. Ownership of supplies acquired by the Contractor on labor hour task orders with Government funds for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed ODCs in individual TO proposals.

H.22 Materials

When required in individual TOs, the Contractor shall submit the documentation required to the Contracting Officer for approval prior to entering into any equipment lease or purchase agreement.

H.23 Selected Items of Costs

H.23.1 Travel Costs (Including Foreign Travel)

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual task orders. Long distance may be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those task orders requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual task order COR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

(b) If any travel arrangements cause additional costs to the task order that exceed those previously negotiated, written approval by task order modification issued by the Contracting Officer is required, prior to undertaking such travel.

(c) The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed

hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

H.24 Training

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Attendance at workshops or a symposium is considered training for purposes of this clause.

H.25 USPTO Security Clause – PTO-12 Security Processing Requirements—High or Moderate Risk Contracts

In accordance with CAR 1352.237-70, Security Processing Requirements—High or Moderate Risk Contracts (APR 2010)

(a) Investigative Requirements for High and Moderate Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce or USPTO owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce or USPTO IT system. All Department of Commerce or USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing, as noted below.

(1) Investigative requirements for Non-IT Service Contracts are:

(i) High Risk Background Investigation (BI).

(ii) Moderate Risk—Moderate Background Investigation (MBI).

(2) Investigative requirements for IT Service Contracts are:

(i) High Risk IT—Background Investigation (BI).

(ii) Moderate Risk IT—minimum Background Investigation (mBI). Should the COR believe a more stringent background investigation is warranted based on the duties and functions of the contract, a BI may be requested.

(b) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes an Immigration and Customs Enforcement agency check. To that end, contractors are required to use E-Verify (FAR 22.18) and shall provide proof of their enrollment in accordance with clause 52.222-54, Employment Eligibility Verification.

(c) Additiona l Requirements for Foreign Nationals (Non-U.S. Citizens). To be employed under this contract within the United States, non-U.S. citizens must have:

(1) Official legal status in the United States; and

(2) Continuous ly resided in the United States for the last two years.

(d) Security Processing Requirement. Processing requirements for High and Moderate Risk Contracts are as follows:

(1) The background investigation processing is conducted through the Office of Personnel Management e-QIP, a secure website designed to house all personnel investigative forms. The contractor must complete and submit the required forms in coordination with the Contracting Officer's Representative (COR)/Sponsor and the USPTO Office of Safety and Security.

(i) The forms to be completed include, but are not limited to the following:

- Standard Form 85P (SF-85P), Questionnaire for Public Trust Positions; and
- Optional Form 306 (OF-306), Declaration for Federal Employment

(ii) FD-258, Fingerprint Chart with OPM's designation in the ORI Block; and

(iii) Credit Release Authorization (if required).

(2) The Sponsor will ensure that these forms have been properly completed, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer in the USPTO Office of Security and Safety.

(3) Upon completion of security processing, the Office of Security, through the servicing Security Officer and the Sponsor, will notify the contractor in writing of an individua l's ineligibility to be provided access to a Department of Commerce or USPTO facility or Department of Commerce or USPTO IT system.

(4) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references,medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the Sponsor must request an Immigration and Customs Enforcement agency check. It is the option of the Department's Office of Security or the USPTO's Office of Security and Safety to repeat the security processing on any contract employee at its discretion.

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

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude;

(2) Falsification of information entered on security screening forms or on other documents submitted to the Department or USPTO;

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government, regardless of whether the conduct was directly related to the contract;

(4) Any behavior judged to pose a potential threat to Departmental or USPTO information systems, personnel, property, or other assets.

(f) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce or USPTO facilities or denial of access to IT systems.

(g) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(h) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

H.26 USPTO Security Clause – PTO-13 Security Processing Requirements—Low Risk Contracts

In accordance with CAR 1352.237-71, Security Processing Requirements—Low Risk Contracts (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce or USPTO owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce or USPTO IT system. All Department of Commerce or USPTO security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

(1) Contracts more than 180 days—National Agency Check and Inquiries (NACI).

(2) Contracts less than 180 days—National Agency Check (NAC).

(c) Investigative requirements for IT Service Contracts are:

(1) Contracts more than 180 days—National Agency Check and Inquiries (NACI).

(2) Contracts less than 180 days—National Agency Check (NAC).

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check. To that end, contractors are required to use E-Verify (FAR 22.18) and shall provide proof of their enrollment in accordance with clause 52.222-54, Employment Eligibility Verification.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

(1) Official legal status in the United States; and

(2) Continuously resided in the United States for the last two years.

(f) USPTO follows DoC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) in coordination with the USPTO Office of Security and Safety will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a National Agency Check (NAC) processed. The Sponsor shall coordinate with the USPTO Office of Security and Safety to have an OF306 completed and any other required forms.

(3) Any contract employee with a favorable NAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the NAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) Copies of the appropriate forms can be obtained from the Sponsor or the USPTO Office of Security and Safety. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental or USPTO facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department or USPTO.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental or USPTO information systems, personnel, property, or other assets.

(h) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce or USPTO facilities or denial of access to IT systems.

(i) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(j) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

H.27 USPTO Security Clause – PTO-PTO-14 Foreign National Visitor and Guest Access to Departmental Resources

In accordance with CAR 1352.237-73, Foreign National Visitor and Guest Access to Departmental Resources (APR 2010)

(a) The contractor shall comply with the provisions of Department of Commerce Administrative Order 207-12, Foreign National Visitor and Guest Access Program; Bureau of Industry and Security Export Administrative Regulations Part 734, and the USPTO IT Security Handbook. The contractor shall provide the Government with notice of foreign nationals requiring access to any Department of Commerce or USPTO facility or through a Department of Commerce or USPTO IT system.

(b) The contractor shall identify each foreign national who requires access to any Department of Commerce or USPTO resources, and shall provide all requested information in writing to the Contracting Officer's Representative.

(c) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

H.28 USPTO Security Clause – PTO-24 Security Requirements for Information Technology Resources

- In accordance with CAR 1352.239-72 Security Requirements for Information Technology Resources (APR 2010)
- (a) Applicability. This clause is applicable to all contracts that require contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems, or administrative control of systems by a contractor that process or store information that directly supports the mission of the Agency.
- (b) Definitions. For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in the Computer Security Act of 1987 (Pub. L. 100–235), including the following definition of the term:
- (1) Sensitive information is " * * * any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of Federal programs, or the privacy to which individua ls are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."
- (2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:
- (i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.
- (ii) The DOC Security Manual, Chapter 18.
- (iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.
- (3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (c) The contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the contractor.
-

- (d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (see DOC, Office of the Chief Information Officer Web site), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter [insert agency or operating unit counsel specific guidance, if applicable].
- (e) Contractor personnel requiring a user account for access to systems operated by the contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts.
- (f) Within 5 days after contract award, the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The COR will inform the contractor of any other available DOC training resources. Annually thereafter the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.
- (g) Within 5 days of contract award, the contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209–72, Restrictions Against Disclosures.
- (h) The contractor shall afford DOC, including the Office of Inspector General, access to the contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.
- (i) For all contractor-owned systems for which performance of the contract requires interconnection with a DOC network on which DOC data will be stored or processed, the contractor shall provide, implement, and maintain a System Accreditation Package in accordance with the DOC IT Security Program Policy. Specifically, the contractor shall:
- (1) Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with DOC IT Security Program Policy and [Insert agency or operating unit counsel specific guidance, if applicable]. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.
- (2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.
- (3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as

documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC IT Security Program Policy, Section 6.3.1.1.

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

H.29 USPTO Security Clause – PTO-Notice of Supply Chain Risk Assessment

Notice of Supply Chain Risk Assessment (Aug 2015)

Supply Chain Risk Management (SCRA) restrictions require the Department of Commerce, among others, to assess any associated risk of cyber espionage or sabotage associated with the acquisition of an information technology system including any risk associated with such system being produced, manufactured, or assembled by one or more entities identified by the United States Government as posing a cyber threat, including, but not limited to, those that may be owned, directed, or subsidized by the People's Republic of China. Offerors and awardees are required to provide any information to the Department it deems necessary to facilitate its compliance with the SCRA including, but not limited to, the data requested by the PTO-27 Supply Chain Risk Assessment Information (Aug 2015) questionnaire included in this solicitation. By submission of its proposal, the offeror acknowledges the Department retains the right to reject any offer without recourse or

explanation if the Department determines the offeror or the equipment or software offered by the offeror or awardee, presents an unacceptable risk to national security.

H.30 USPTO Security Clause – PTO-26 Non Destructive and Destructive Testing

Non Destructive and Destructive Testing (Aug 2015)

The Department of Commerce may engage in non-destructive and/or destructive testing of any information system, equipment and software that it determines could negatively affect the security or performance of a Department of Commerce IT system.

(End of clause)

H.31 USPTO Security Clause – PTO-27 Supply Chain Risk Assessment Information

Supply Chain Risk Assessment Information (Aug 2015)

To allow the Department of Commerce to conduct a risk assessment, the offeror/contractor shall submit the following information with its proposal and/or on acceptance of this contract or contract modification:

(A) (1) Its identity, including that of each parent and/or subsidiary corporate entities.

(2) Any proposed subcontractors involved in its supply chain.

(3) The degree of any foreign ownership in or control of the entities identified under (A)(1) or (2).

(4) The names and dates of birth of the offeror's/contractor's corporate officers identified under (A)(1) or (2).

(5) Whether the offeror/contractor and subcontractors maintain a:

i. Formal security program that includes personnel security;

ii. Information security program;

iii. Physical security program;

iv. Cyber security program; and

v. Supply chain risk management program.

(6) The name and locations of each facility where any information system, IT hardware and/or software to be delivered under the contract or task order was designed, manufactured, packaged and stored prior to distribution.

(7) Whether a separation of duties exists during the development process of any information system, IT hardware and/or software to be delivered under the contract or task order.

(8) The means and method for delivering any information system, IT hardware and/or software to be delivered under the contract or task order, including the name(s) of any entity responsible for transport or storage. This information should address whether the information system, IT hardware and/or software will be direct-shipped to the Department.

(9) Whether the proposed information system, IT hardware and/or software includes a service agreement required by the contract or task order, and, if so, the identity of the

contractor/subcontractor(s) who will provide this follow-on service, and how the services will be delivered/deployed (e.g., via on-site service? Remotely via internet?)

(10) The identity of the entity that will provide disposal services of any information system, IT hardware and/or software required by the contract or task order.

(B) The Government may require additional information if necessary.

(C) The offeror/contractor shall insert the substance of this language (i.e., language included in this paragraph 9) in all subcontracts involving the development and delivery of an IT system, IT hardware and/or software under this acquisition. For purposes of this requirement, "subcontractor" shall include suppliers, distributors, and manufacturers.

(D) Supply Chain Risk Assessment Information shall be marked as contractor bid proposal information and source selection information in accordance with FAR 3.104-4 and securely transmitted to the contracting officer.

(E) By submission of its offer and/or acceptance of this contract or contract modification, the offeror/contractor represents this information is accurate and complete. Offerors and contractors shall have a continuing obligation to amend any information that changes during the evaluation period prior to award and/or during the period of performance of the contract or task order(s).

(End of clause)

H.32 USPTO Security Clause – PTO-28 Evaluation of Supply Chain Risk Assessment Information

Evaluation of Supply Chain Risk Assessment Information (Aug 2015)

The Department will evaluate the information provided to assess the national security risk associated with the offeror's proposal.

(End of clause)

H.33 USPTO Security Clause – PTO – 29 Novation Agreement for Acquiring Certain Information Technology

Novation Agreement for Acquiring Certain Information Technology (Aug 2015)

(1) "Novation agreement" means a legal instrument—(a) Executed by the--(i) Contractor (transferor); (ii) Successor in interest (transferee); and iii) Government; and (b) By which, among other things, the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and the Government recognizes the transfer of the contract and related assets. (FAR 2.101 – Definitions).

(2) The Department may in its interest recognize a successor in interest. The offeror and or subsequent awardee(s) agree as a condition of this contract, that any novation considered and recognized by the Department shall be subject to SCRA restrictions and applicable language, including "PTO-25 Notice of Supply Chain Risk Assessment (July 2015)", "PTO-26 Non Destructive and Destructive Testing (Aug 2015), "PTO-27 Supply Chain Risk Assessment Information (Aug 2015) and "PTO-28 Evaluation of Supply Chain Risk Assessment Information (Aug 2015)."

(End of Clause)

H.34 Post-Award Conference

(a) The USPTO shall hold a post award conference after contract award. The Contractor shall participate in a post award conference if notified that a conference will be held. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5). The Contractor will be notified of the date, time, and location of the post-award conference by the Contracting Officer.

(b) The USPTO shall hold post award conferences after task order awards. The Contractor shall participate in the post award conferences on task orders as required. The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

(c) If held, the conference will take place at:

U.S. Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22313

H.35 Certification and Accreditation Process

(i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC/USPTO network or that DOC/USPTO data be processed or stored on them, the Contractor shall provide, implement and maintain a Security Authorization Package in accordance with NIST, DOC, and USPTO policies, procedures, manuals and guidance. Specifically:

(1) Within 14 calendar days after contract receipt, the Contractor shall submit for USPTO approval a project plan detailing the actions and timetable needed to complete the Security Authorization to Operate Process. After approval by USPTO, the Contractor shall follow the work plan schedule to complete the authorization activities in accordance with applicable policies and guidance. The Security Authorization project plan approved by USPTO shall be incorporated as part of the contract and will be used by USPTO as the basis for activities involving Security Authorization to Operate and continuous monitoring.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
DOC50PAPT1600026	

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P20004	06/10/2020	289P2052418	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE. 7th Floor ALEXANDRIA, VA 22313-1450	1333BJ		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
CGI FEDERAL INC 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4920 DUNS: 145969783		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1333BJ20F00280020
	X	10B. DATED (SEE ITEM 11) 12/16/2019

CODE CGIFEDERAL	FACILITY CODE *

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 Contract Terms and Conditions-Commercial Items - (c) Changes

E. IMPORTANT: CONTRACTOR ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the period of performance end date of the order and the period of performance of CLIN 0003 from 12/16/2020 through 12/15/2021 to 12/16/2020 through 9/30/2021 in accordance with the ordering period of the base period.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Amit Khare, VP Consulting Services	Loren S Dean

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(6) (Signature of person authorized to sign)	6/9/2020	By (Signature of Contracting Officer)	06/10/2020

Table of Contents

Section	Description	Page Number
1	Continuation Sheet.....	

Section 1 - Continuation Sheet

This is a Labor Hour task order under SDI-NG Bridge Contract DOC50PAPT1600026 for Exploring Search Technologies Phase 2 Support. The total task order base and option 1 ceiling price is (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	Option Year One	Original: 1.000000 Change: 0.000000 Current: 1.000000	EA	Original: (b)(4) Change: $0.0000 Current: (b)(4)	Original: Change: $0.00 Current:
	Period of Performance: 12/16/2020 - 09/30/2021				
	Description: Exploring Search Technologies Phase 2 Services				
	Requisition Number: 289P2052418 - 0001				
	Pricing Options: Unexercised Option				

Procurement: Dennis.Jolliffe; dennis.jolliffe@uspto.gov COR; Neal Miskell; neal.miskell@uspto.gov Vendor: Erin L. Harrison ; erin.harrison@cgifederal.com.com TOM; William Wheeler; william.wheeler@uspto.gov

Accounting and Appropriations Data:

Accounting and Funding Total:
Original: (b)(4)
Change:
Current: