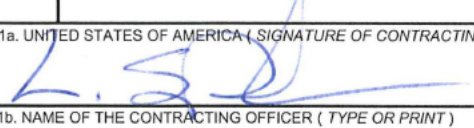


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER 289P1950190	
2. CONTRACT NO. GS-10F-0253V		3. AWARD/EFFECTIVE DATE 11/12/2018		4. ORDER NUMBER 1333BJ19F00280007	
5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls) 571-272-8014	
8. OFFER DUE DATE / LOCAL TIME					
9. ISSUED BY Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE, 7th Floor ALEXANDRIA, VA 22313-1450		CODE 1333BJ		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS <input type="checkbox"/>	
				13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY	
				CODE	
17a. CONTRACTOR/ OFFEROR DBA: BOSTON CONSULTING GROUP, INC., THE BOSTON CONSULTING GROUP 4800 HAMPDEN LANE STE 500 BETHESDA, MD 20814-2938 DUNS: 090836248		CODE BOSTONCONS		FACILITY CODE *	
				18a. PAYMENT WILL BE MADE BY OFFICE OF FINANCE Dir. US Patent & Trademark Ofc PO Box 1450 Mail Stop 17 Alexandria, VA 22313	
Telephone No.					
<input type="checkbox"/> 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 <input type="checkbox"/> 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-00-289510-AEVALU-0512-NONCOMP-2570-9156-A00178-280100-2019				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,474,512.71	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 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) Scott Palmer	
				31c. DATE SIGNED 11/01/2018	

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PREVIOUS EDITION IS NOT USABLESTANDARD 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

☐ 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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Section 1 - Continuation Sheet

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	USPTO Technology, Strategy Refresh, Stabilization and Modernization	1.000000	LOT	\$1,474,512.7100	\$1,474,512.71
	Description: In accordance with incorporated Contractor Statement of Work.				
	Requisition Number: 289P1950190 - 0001				
	Pricing Options: Base				
	Additional Funding: 2. (2019 - A - 289510 - AEVALU - 0512 - A00178 - NONCOMP - 2570 - - - 9156 - - 280100): \$1,474,512.71				
1001	USPTO Technology, Strategy Refresh, Stabilization and Modernization	1.000000	LOT	\$0.0000	\$0.00
	Description: In accordance with incorporated Contractor Statement of Work.				
	Requisition Number: 289P1950190 - 0001				
	Pricing Options: Unexercised Option 1				

Accounting and Appropriations Data:

Accounting and Funding Total:

\$1,474,512.71

1333BJ19F00280007

USPTO IT Stabilization & Modernization

1. Objective

The United States Patent and Trademark Office (USPTO), has a requirement for consultant support to:

- (1) Define and refine the strategy for the stabilization and modernization of USPTO's IT portfolio (hardware, operating systems, applications, etc.) that meets both internal and external user expectations/outcomes without disruption to mission critical operations;
- (2) Establish IT contingency plans (recovery, communication protocol, alternative processing, etc.); and
- (3) [Option Period] Facilitate the implementation of a refreshed strategy to include procurement recommendations, funding requirements, and a business case that clearly outlines expected qualitative and quantitative returns on investment.

The contractor will work with the USPTO OCIO, OCAO, OCFO, Patents, Trademarks, and other support organizations to ensure the multi-faceted and multi-phased solution addresses critical enterprise needs.

2. Period of Performance

The anticipated period of performance includes a base period, plus an unpriced option period as follows:

Base Period: 11/12/2018 - 2/8/2019 (If the start date is moved, the end date shall be adjusted accordingly)

Option Period 1: TBD

3. Schedule of Supplies & Services

The schedule of supplies and services for the base period and option period is specified within the contractor's Statement of Work, which is incorporated into this award. The option period will be further defined and negotiated prior to the end of the base period.

4. Clauses

ORGANIZATIONAL CONFLICT OF INTEREST

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

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

(c) Remedies: The Contractor may become ineligible for award or 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 USPTO may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

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, BPA Call, 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 Chad Sims 600 Dulany Street, P.O. Box 1450 Alexandria, VA 22313-1450	Chad.sims1@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, BPA Calls, etc. shall be invoiced separately; billing for more than one task order, call, 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-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-06 Prohibition on Contractor Endorsements

The Contractor shall not refer to this or any other contract between itself and the USPTO in advertisements, press releases, or other forms of endorsement in such a manner that states or implies the Federal Government sanctions, prefers, or considers the products and/or services provided by the Contractor superior to those of other vendors without the express written consent of the Contracting Officer.

Forms of endorsement containing such statements or implications shall be submitted to the Contracting Officer for preliminary review prior to any publication in order to ensure compliance with this clause. Upon receipt the Contracting Officer will relay the request to the Office of the Chief Communications Officer for final USPTO approval. Dissemination as described above will only be permitted with the express written consent of both the Contracting Officer and the Office of the Chief Communication Officer.

(End of Clause)

PTO-08 Physical Access to Government Facilities

During the life of this contract, the right of ingress and egress to and from the Government facility for Contractor personnel shall be made available only when and to the extent necessary to carry out contract requirements. The Government reserves the right to require Contractor personnel to sign in upon ingress, or sign out upon egress, to and from the Government facility. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operations of the facility. The Contractor is required to immediately notify the COR upon temporary or permanent termination of Contractor personnel with Government facility access when such access is no longer required. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility.

(End of Clause)

PTO-10 USPTO Agency Level Protests

- a) An agency protest is one that may be filed with **either** the Contracting Officer (CO) **or** the protest decision authority (Director of Procurement) **but not both**. For protests filed directly with the CO, follow the procedures in FAR 33.103(d). When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the CO apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) 33.102 and 33.103.
- b) A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

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

Director of Procurement
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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

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

- d) Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the Government Accountability Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.
- a. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 calendar days after contract award or 5 calendar days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier.
 - b. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next calendar day. Incomplete submissions will not be considered filed until all information is provided.
 - c. To be complete, protests must contain the following information:
 - i. The protester's name, address, telephone number, and fax number
 - ii. The solicitation or contract number, name of contracting office and the CO
 - iii. A detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - iv. Copies of relevant documents supporting protester's statement
 - v. A request for ruling by the agency

- vi. Statement as to form of relief requested
- vii. All information establishing that the protester is an interested party for the purpose of filing a protest
- viii. All information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 calendar days after the protest is filed, the CO will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 calendar day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 calendar days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

- e) Effect of protest on award and performance: When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:
 - a. The supplies or services are urgently required,
 - b. Delivery or performance would be unduly delayed by failure to make the award promptly, or
 - c. A prompt award will be in the best interest of the Government.

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

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

REMEDIES

- a) The protest decision authority may grant one or more of the following remedies:
 - a. Terminate the contract,
 - b. Re -compete the requirement,

- c. Issue a new solicitation,
- d. Award a contract consistent with statutes and regulations,
- e. Amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- f. Amend the solicitation provisions which gave rise to the protest and continue with the procurement, or
- g. Such other remedies as the decision-maker may determine are necessary to correct a defect.

(End of Clause)

PTO-16 Contractor Notification Requirement

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.

(End of Clause)

PTO-17 Contractor FOIA Requirements

Within fourteen (14) calendar days of receiving the contract award, the contractor shall, at no additional expense to the government, submit an electronic copy of the resultant contract with any proposed redactions deemed necessary by the contractor or required by law, along with the basis for such redactions, to be forward to the USPTO FOIA Officer within the Office of General Counsel.

(End of Clause)

PTO-30 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.

(End of clause)

PTO-31 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.

(End of clause)

PTO-32 USPTO Green Supplies and Services Contracting

The USPTO is committed to procuring environmentally friendly and energy efficient products and services meeting requirement performance and quality standards and at a reasonable price, as set forth under FAR Part 23.7 and the Commerce Acquisition Manual (CAM) 1323.70. To the maximum extent practicable, or unless otherwise required by product or service specifications, the contractor shall adhere to the USPTO "Green Requirements" which includes but is not limited to the following:

- a) Recycled Content and Hard-copies
 - (1) Maximize the delivery and/or use of non-paper office products and supplies when practicable
 - (2) General-purpose office paper or packaging products delivered under contract is made of post-consumer material
 - (3) General-purpose ink and/or toner cartridge products include environmentally sound take-back and recycling options
 - (4) When hard-copy paper deliverables are required, convey double-sided.
- b) Green Meetings, Conferences and Events
 - (1) Teleconference or conduct virtual meetings whenever possible
 - (2) Maximize electronic distribution of meeting materials
 - (3) Maximize the use of recycled, disposable and biodegradable products.
- c) Energy Consumables
 - (1) Information Technology (IT) products, electronic devices and other energy consumable office equipment delivered under the contract conforms to the energy efficiency standards of programs such as ENERGY STAR®, Federal Energy Management Program (FEMP) and Electronic Product Environmental Assessment Tool (EPEAT), or uses minimal standby power
 - (2) Use practical water conservation practices or techniques whenever water consumption is used to perform a service
- d) Bio-based, Non-hazardous, Non-Toxic and Less Toxic Materials
 - (1) Consider the use of bio-based cleaning products in the performance of janitorial services, facilities/operations management or any other service performance where bio-based materials are appropriate
 - (2) Use non-hazardous or bio-based chemicals and processes in the performance of equipment maintenance

- (3) Consider the use of non-toxic and less toxic alternatives under the performance of this contract

(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.

(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 the POP ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months (months)(years).

(End of clause)



BCG

THE BOSTON CONSULTING GROUP

USPTO IT Stabilization & Modernization

Technical Approach:
Statement of Work and Personnel Resumes
October 12, 2018

Private & Confidential

Date: October 12, 2018

RFQ No: USPTO IT Stabilization & Modernization

Firm: The Boston Consulting Group, Inc.

Taxpayer I.D.: [REDACTED]

DUNS: 090836248

Point of contact: [REDACTED]
Partner and Managing Director
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Address: 4800 Hampden Lane, Suite 400, Bethesda, MD 20814

Terms & conditions: TBD

Signed:

[REDACTED]
Partner and Managing Director

This document includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

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1.0 STATEMENT OF WORK

1.1 Introduction

The USPTO is embarking on a renewed journey to refresh its IT strategy, stabilize core systems, and modernize technology to enable the future of intellectual property and trademarks for the United States. Success in this journey will demand major change along multiple dimensions, including: improved governance, updated role descriptions and accountabilities, leadership engagement, and timely risk identification and mitigation. USPTO will also need to answer a number of questions. [REDACTED]

[REDACTED]

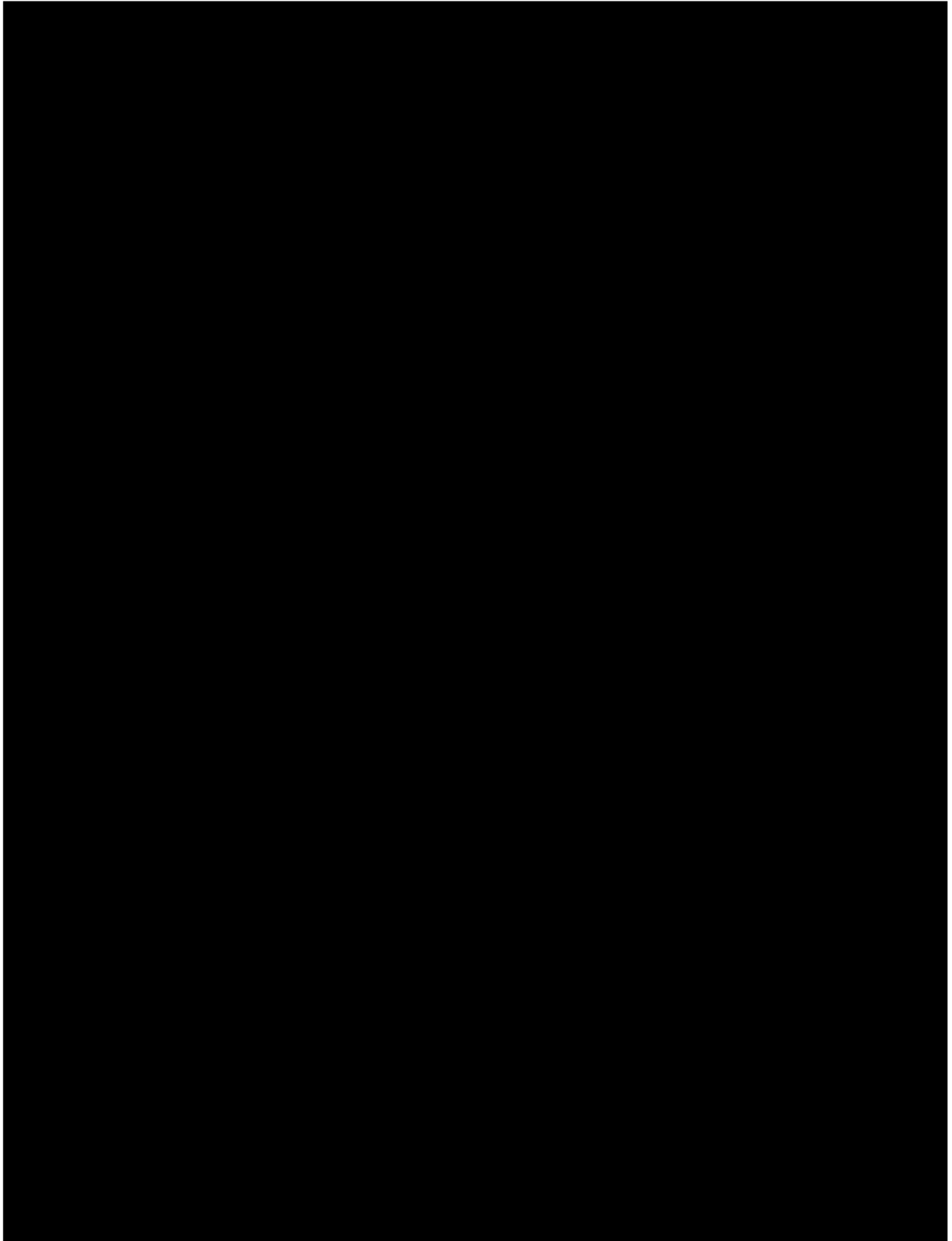
[REDACTED]
[REDACTED]
[REDACTED] BCG is the right partner for this technology transformation.

In the last [REDACTED] years, we have delivered more than [REDACTED] **engagements and over [REDACTED] engagements**. We have the ability to accomplish all of USPTO's objectives for this effort. We will use sound, practical, and feasible methods while ensuring that our deliverables are of the highest quality. Additionally, BCG has extensive **experience in successfully transforming mission-critical IT functions across large organizations with disparate missions**. This success rests on a body of field-tested methodologies we will deploy in service of this effort (e.g., [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]).

BCG brings four unique and distinctive strengths that together will ensure that the USPTO will meet its IT stabilization and modernization objectives:

- (1) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

¹ See *Summary of representative selected example projects* section for full details on client examples



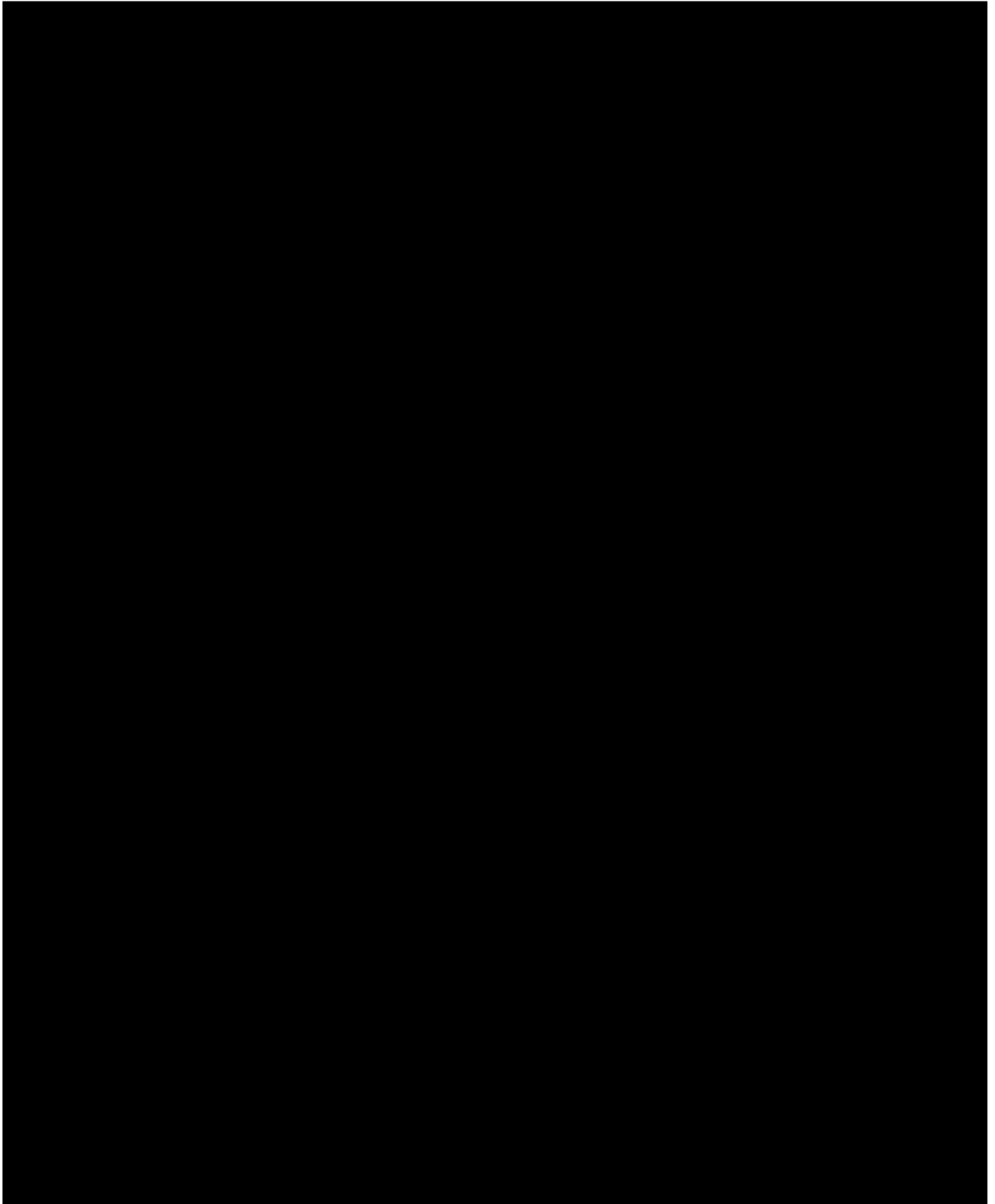
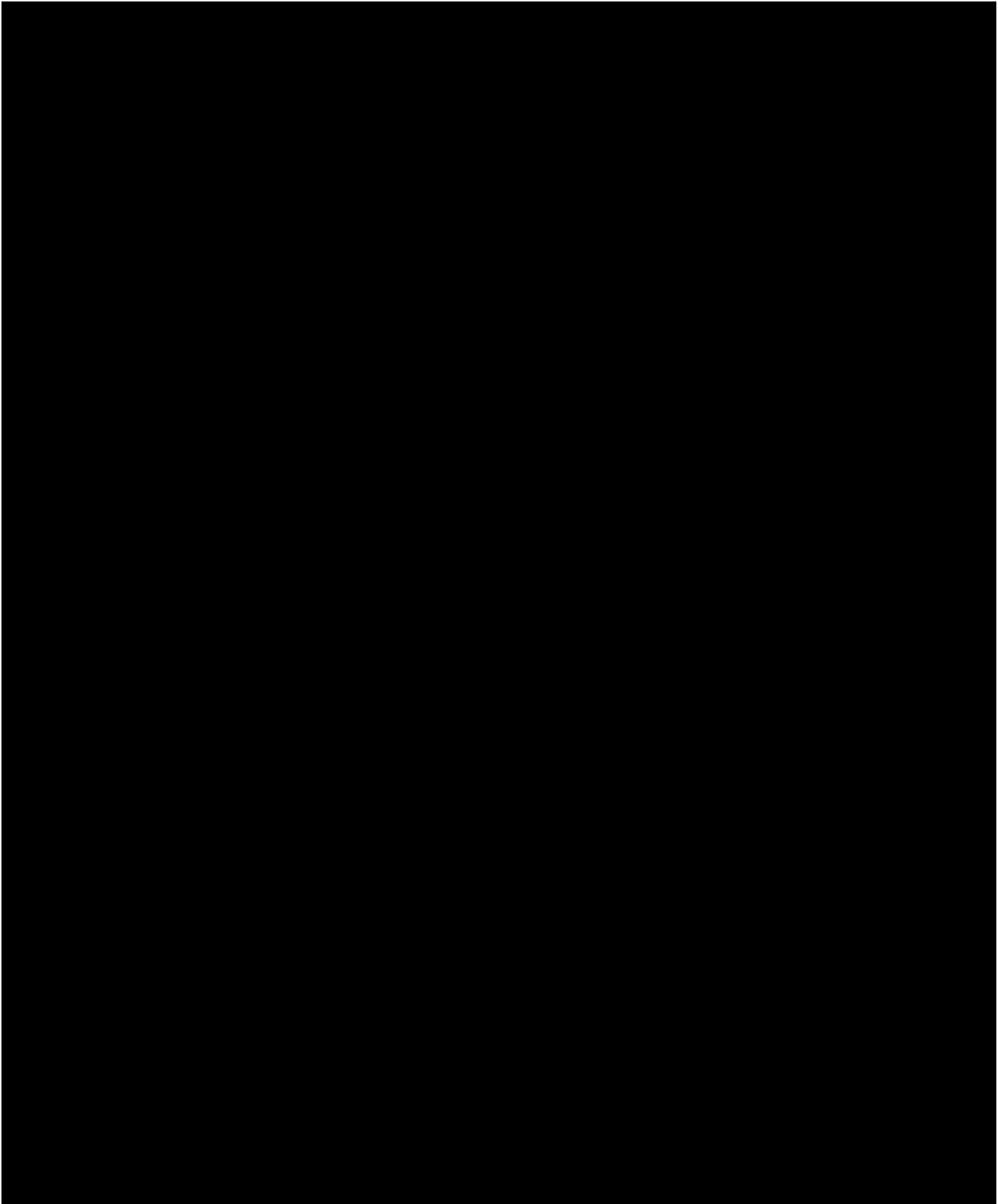
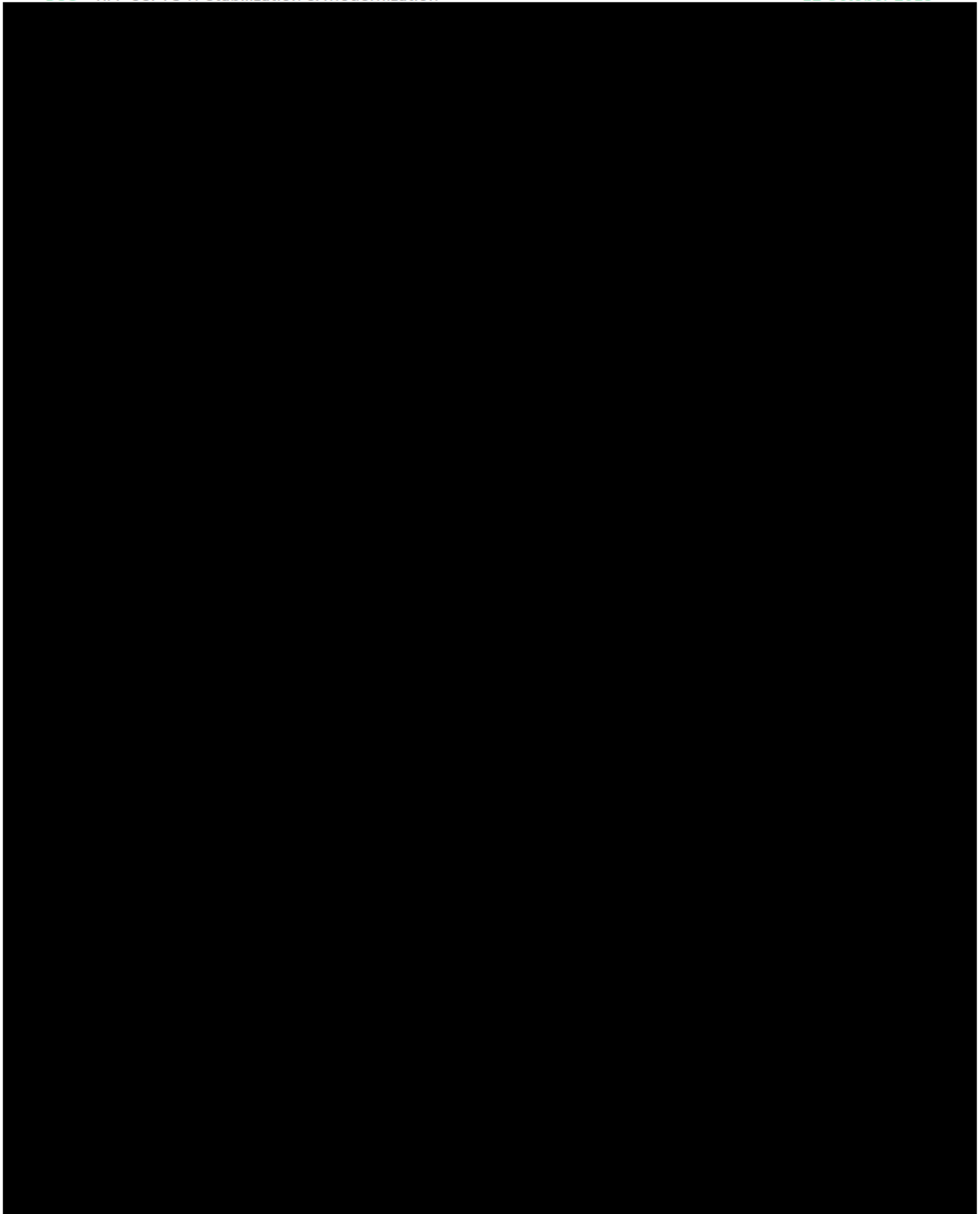
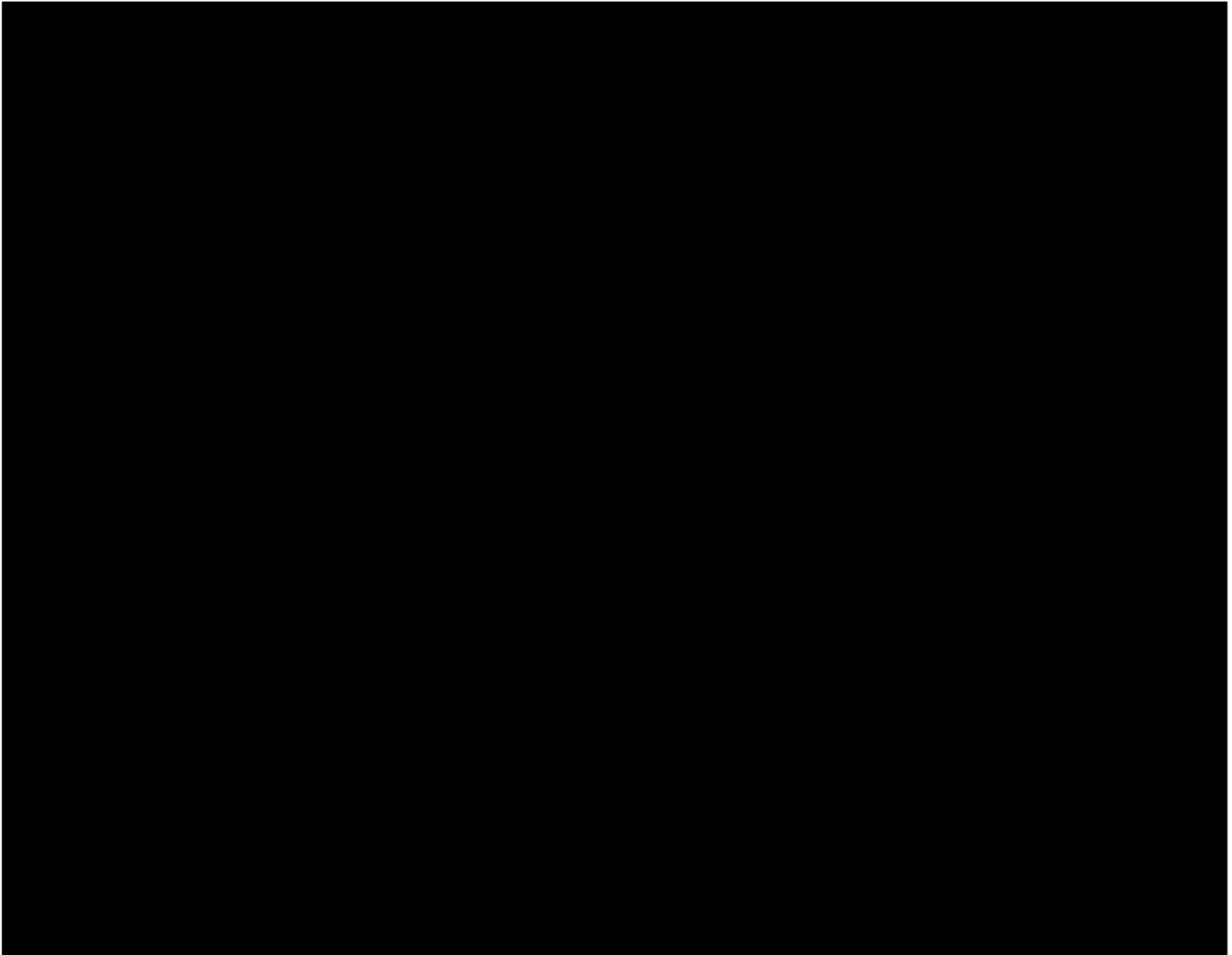


Exhibit 2: BCG's differentiated approach







1.3 Objectives & approach

This SOW submission reflects the proposed approach to achieve the USPTO's IT governance, stabilization, and modernization objectives. This approach reflects a partnership between BCG and USPTO to achieve these objectives.

The scope of Phase 1 encompasses three major areas, and delivers recommendations for:

- Overall IT strategy refresh and governance (1.3.1) –

[Redacted]

- Stabilization of critical systems (1.3.2) –

[Redacted]

- Approach and roadmap for platform & application modernization (1.3.3) – [REDACTED]

The transformation journey would then continue beyond Phase 1 (listed as an “option”), into subsequent detailed planning and implementation phases (1.3.4).

1.3.1 Overall IT strategy refresh and governance

[REDACTED]

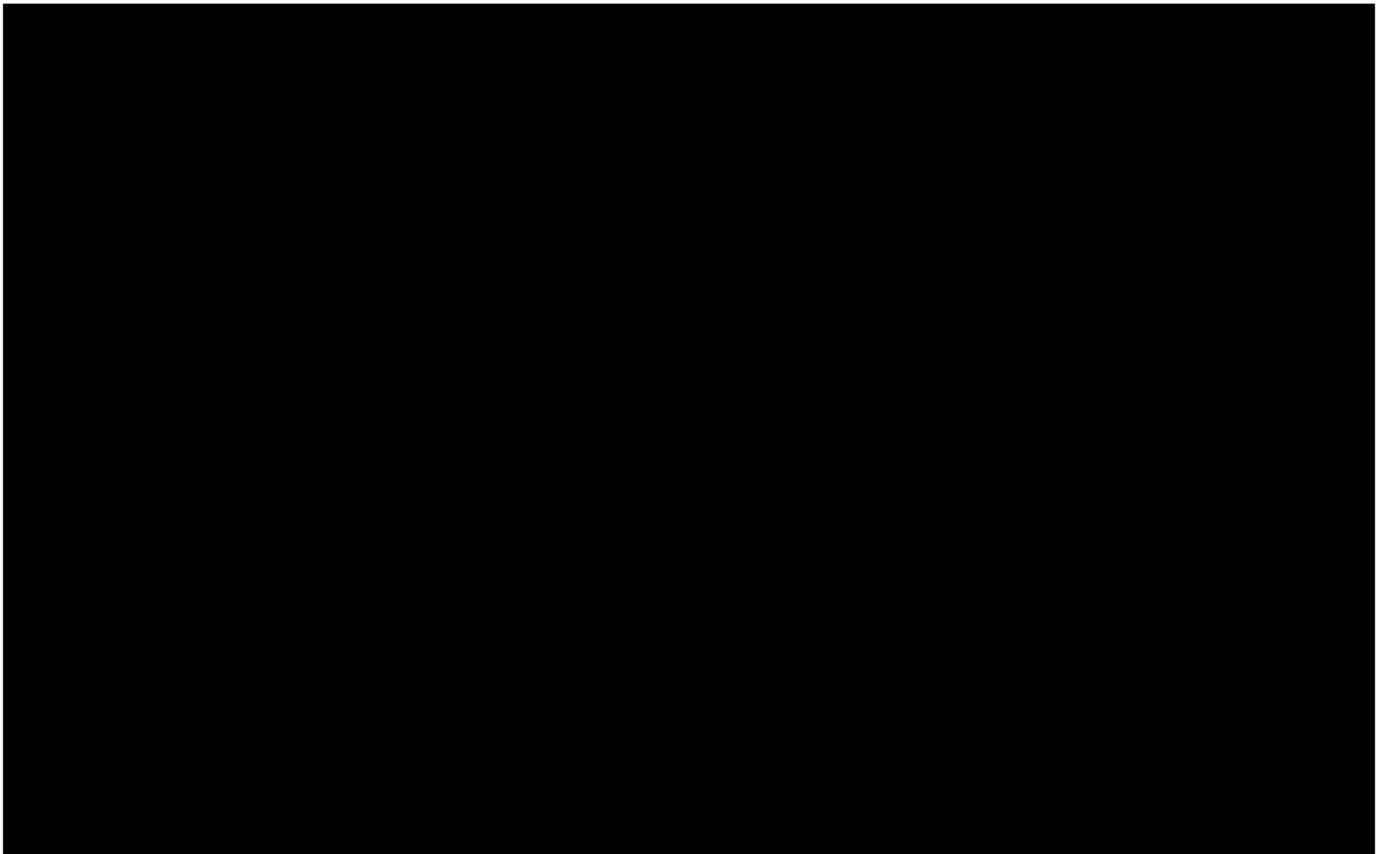
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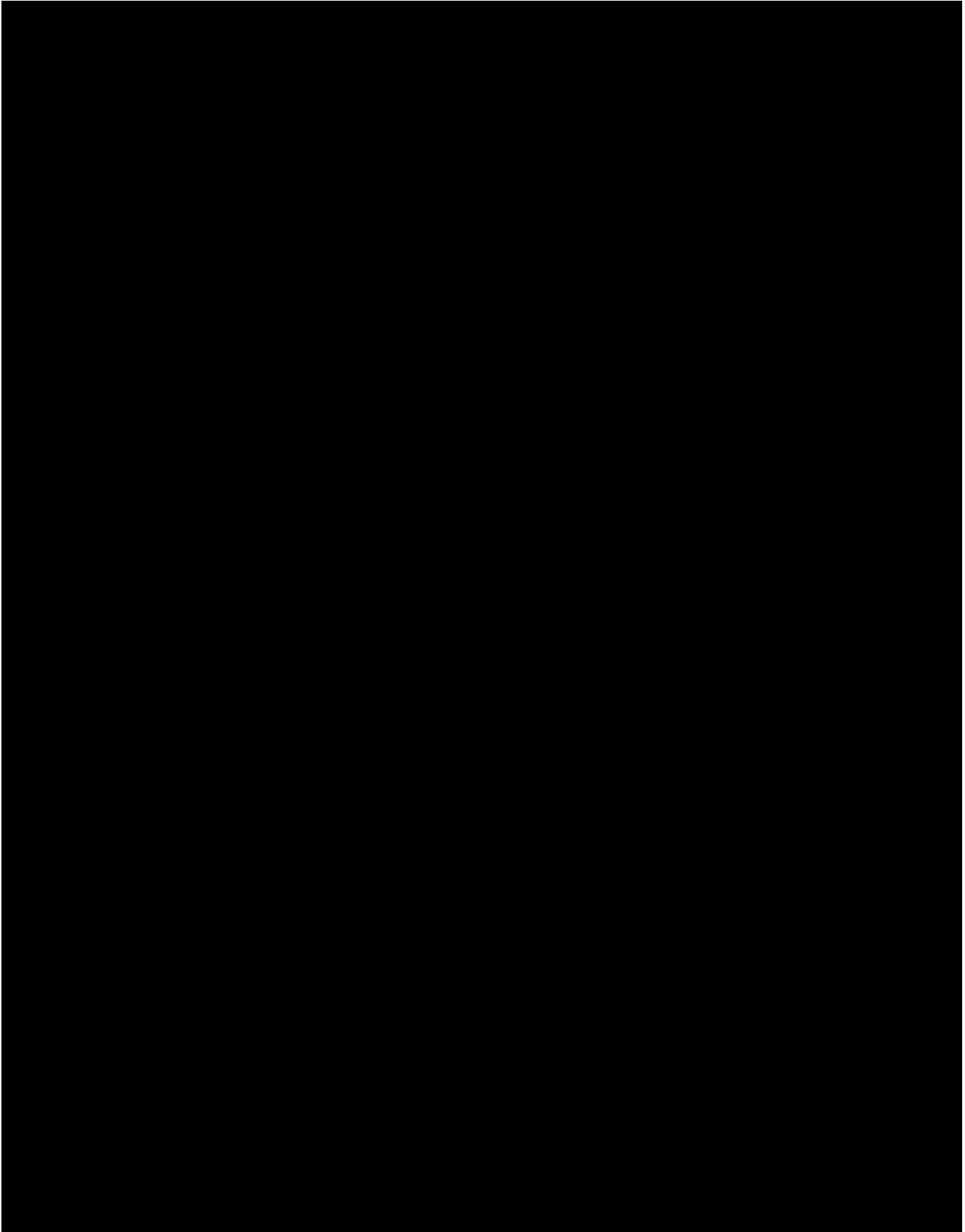
1.3.1.2 Approach

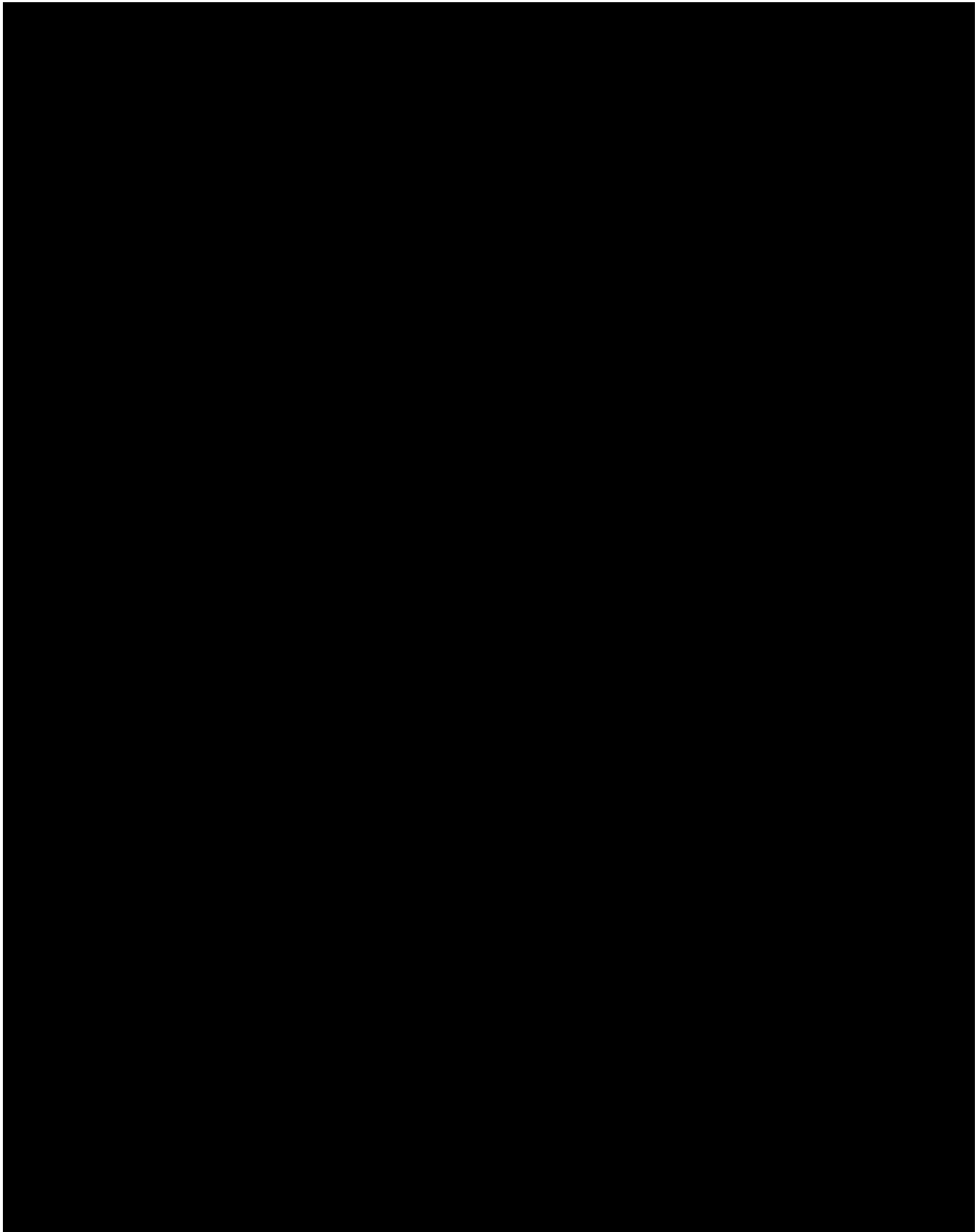
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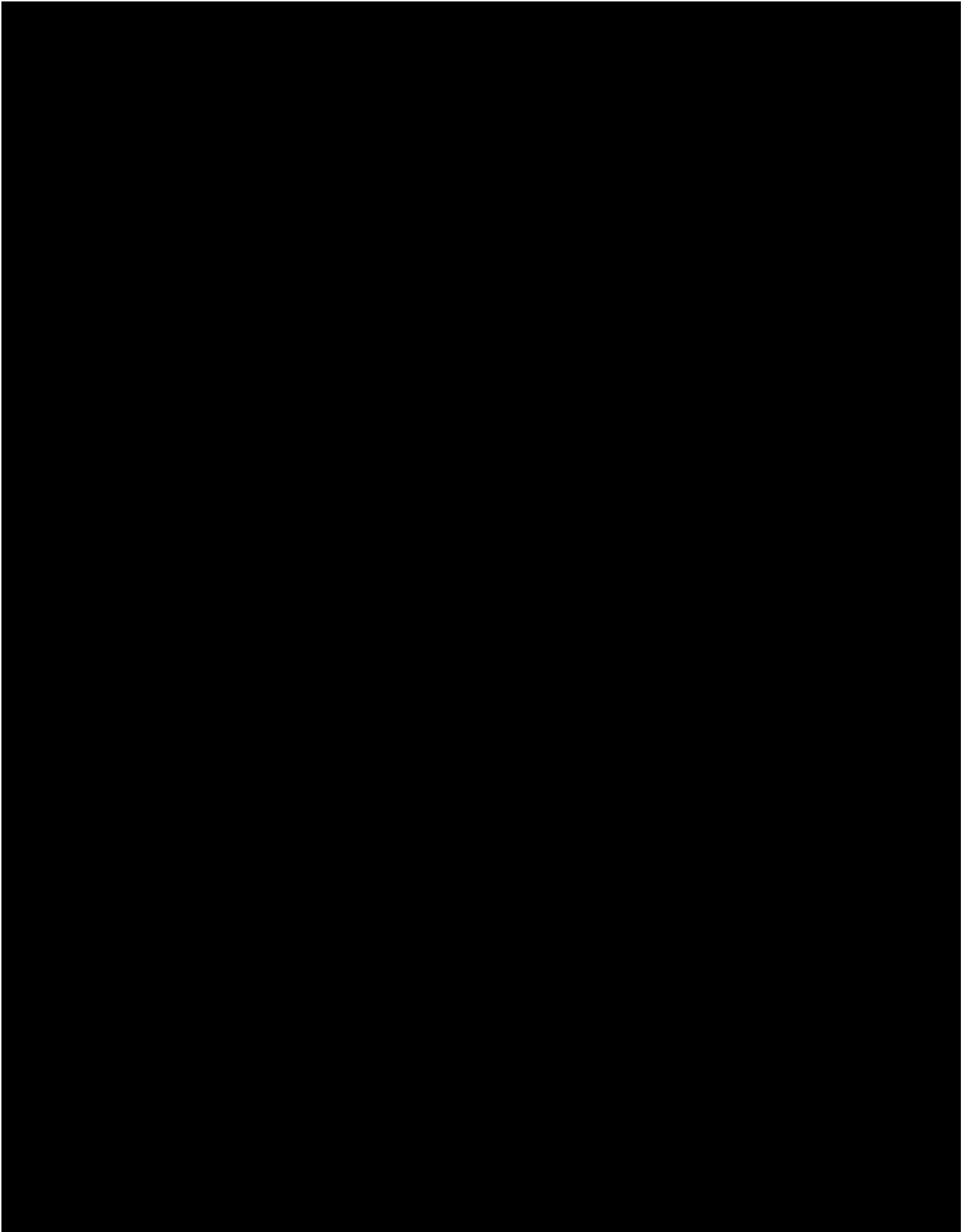
[REDACTED] The overall approach for this stream is outlined in Exhibit 4.

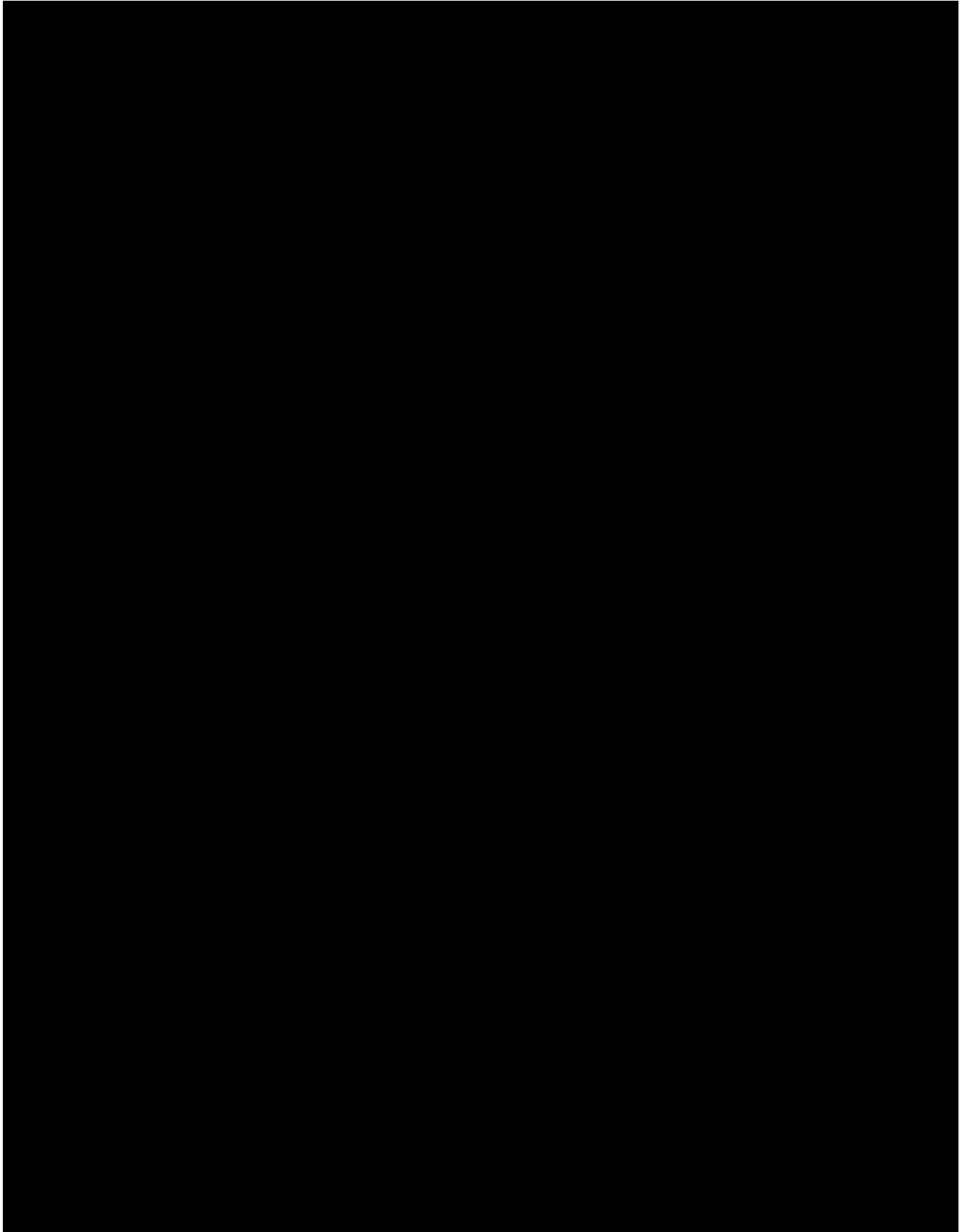
[Exhibit 4: Phase I Approach for IT strategy refresh & governance](#)

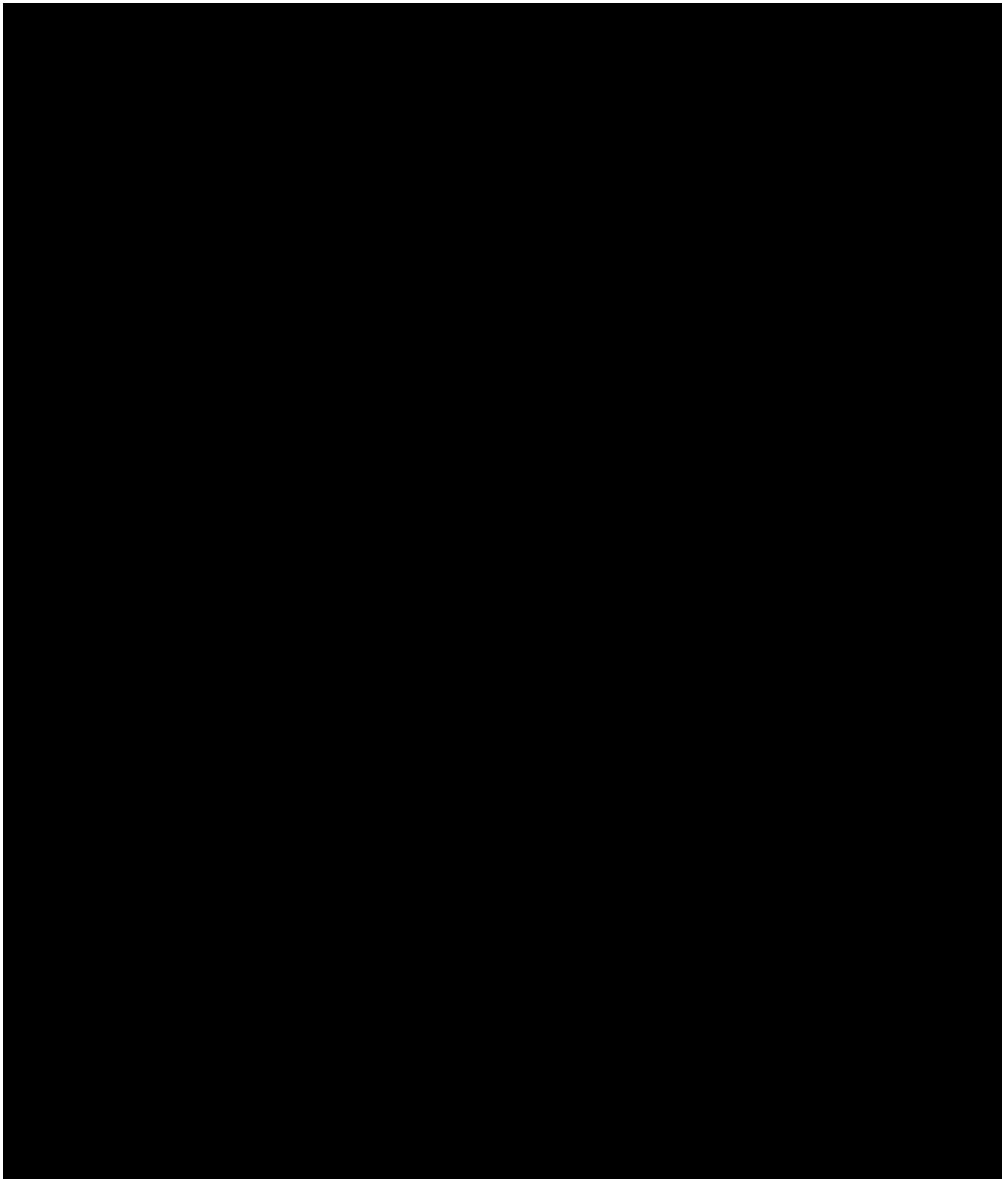


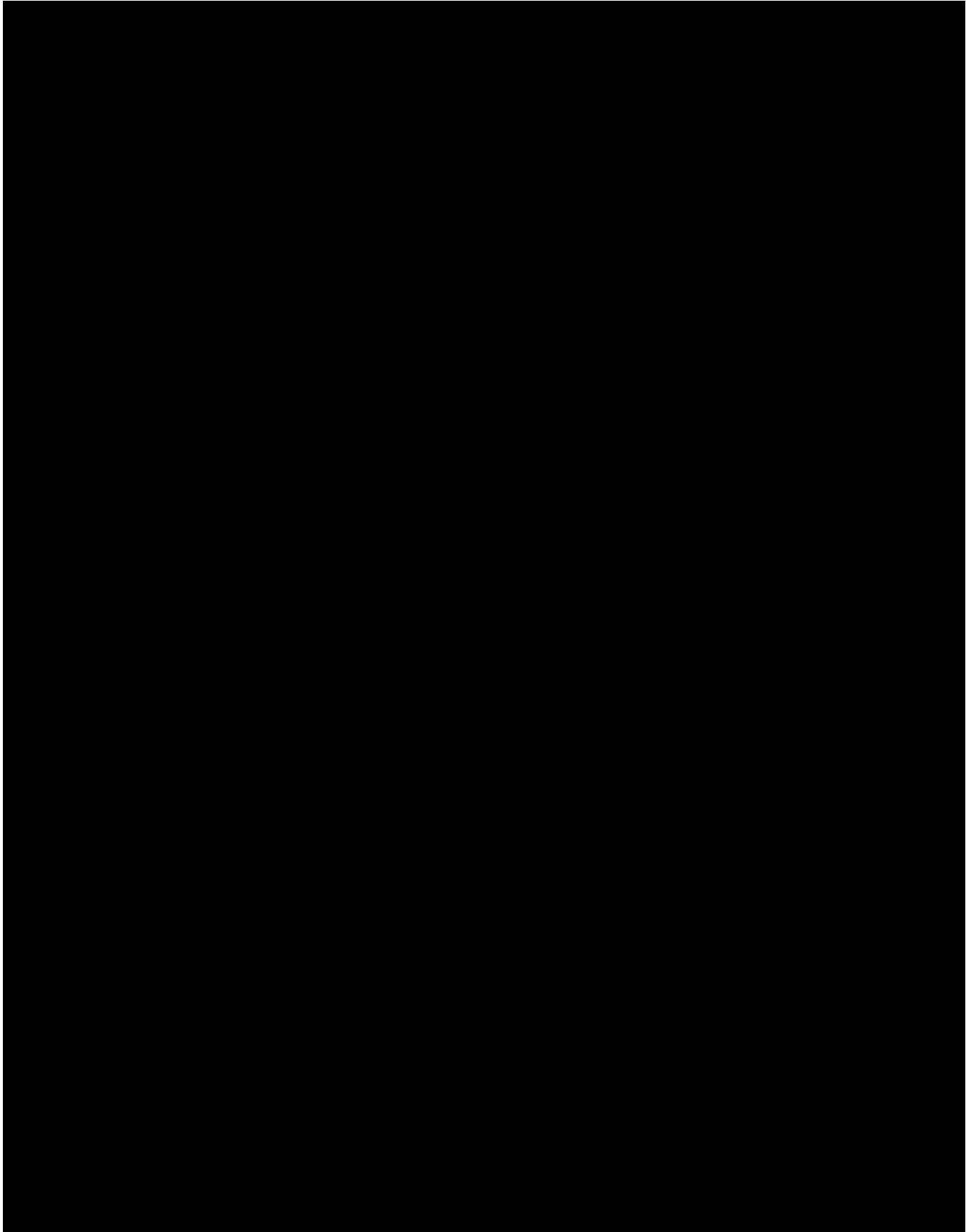


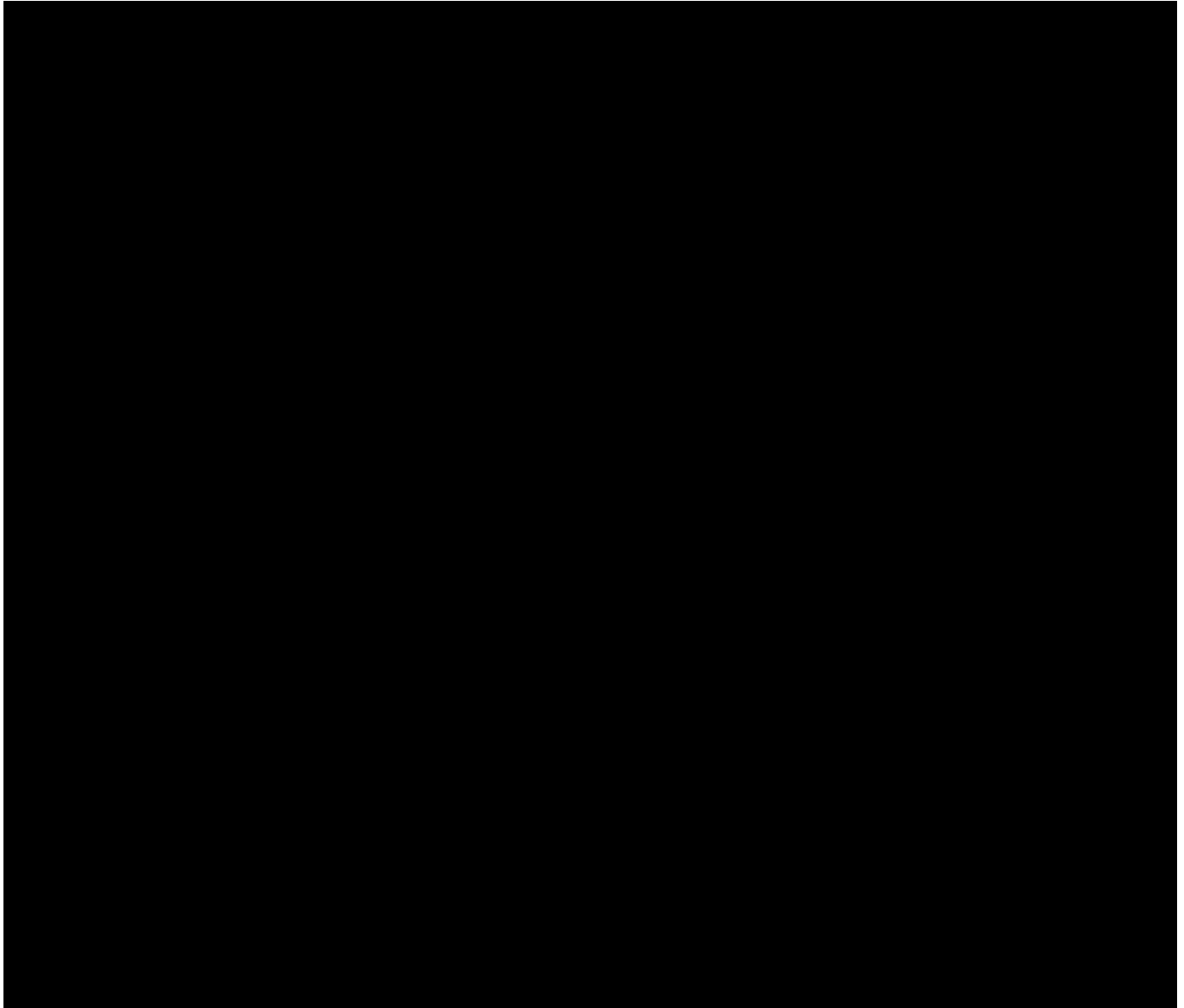




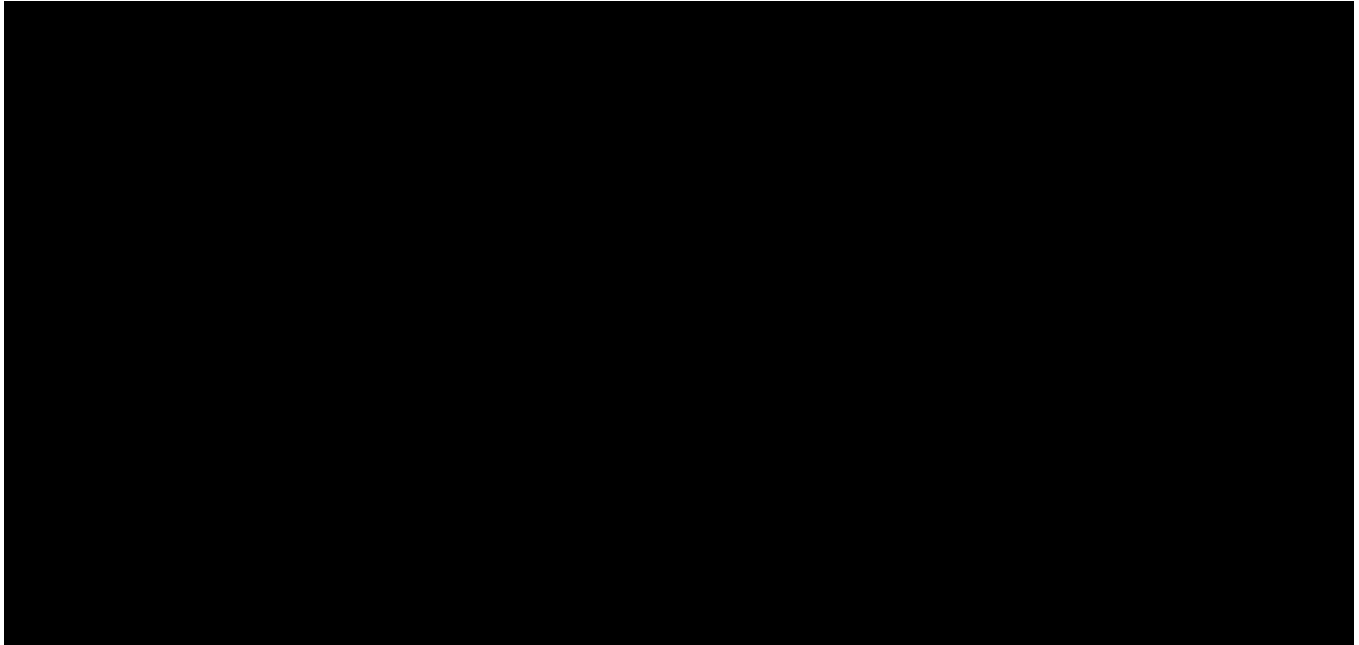




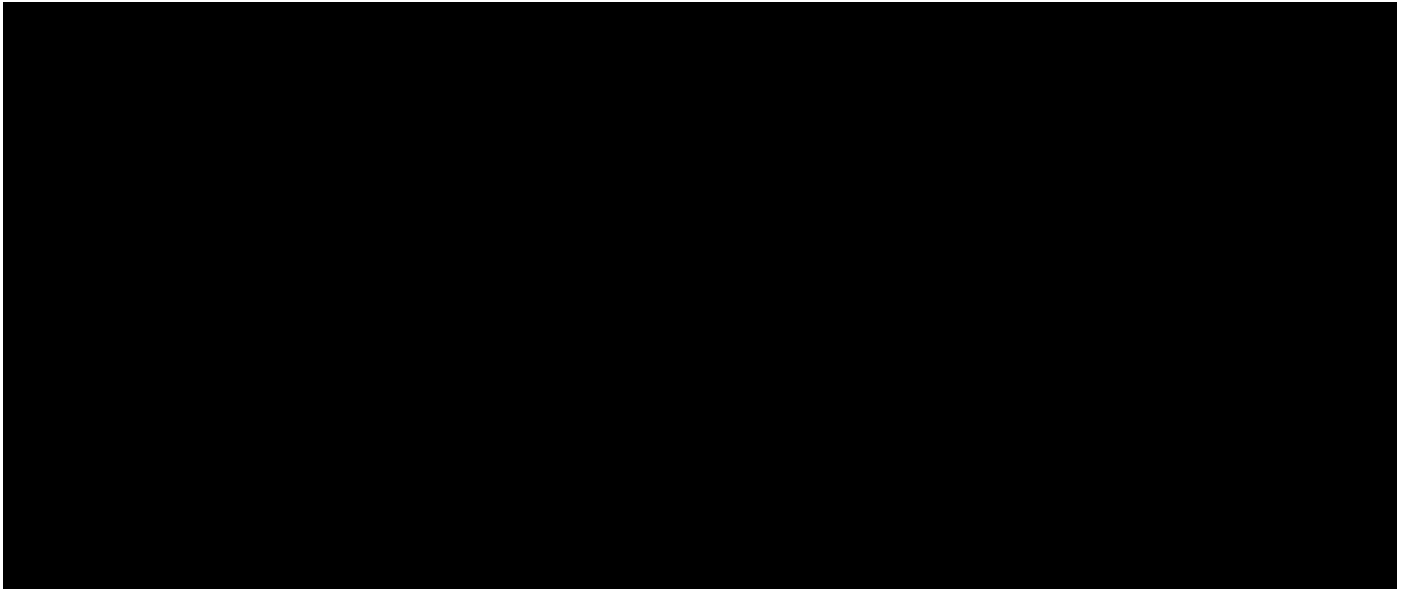




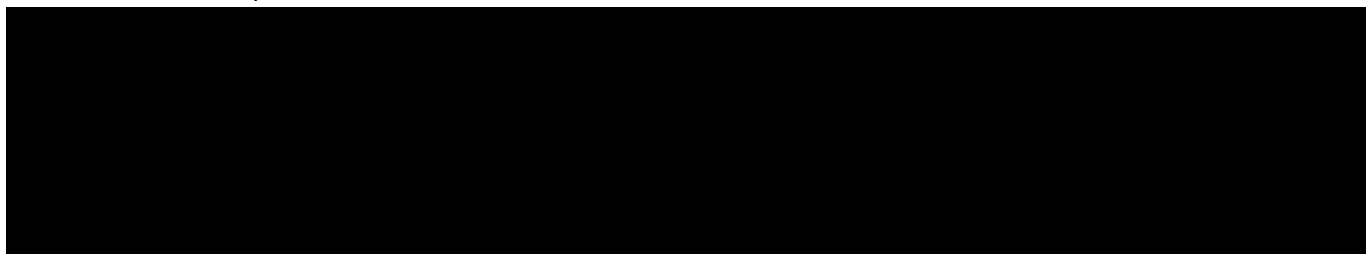
1.3.1.3 Deliverables

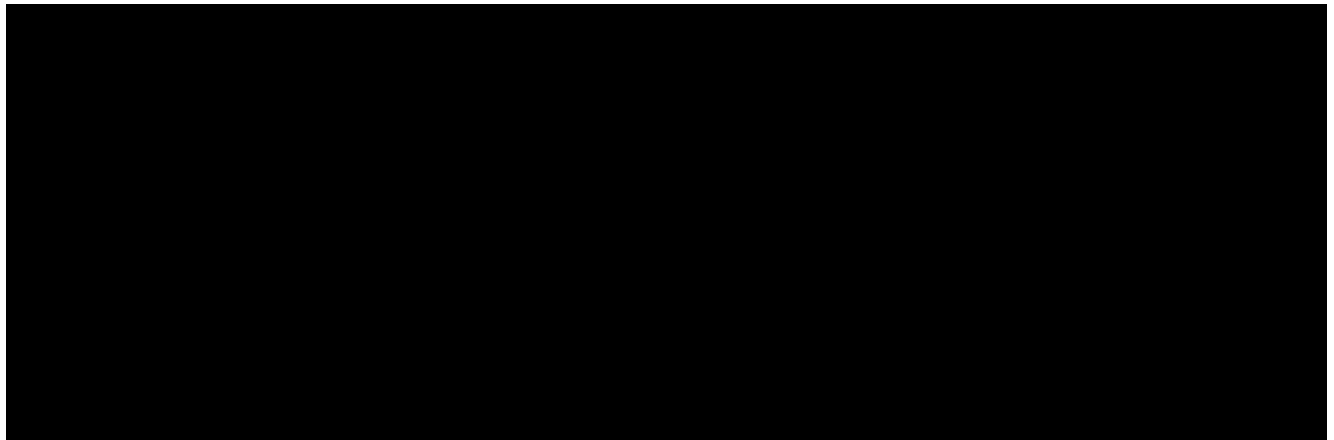


1.3.2 Stabilization of critical systems

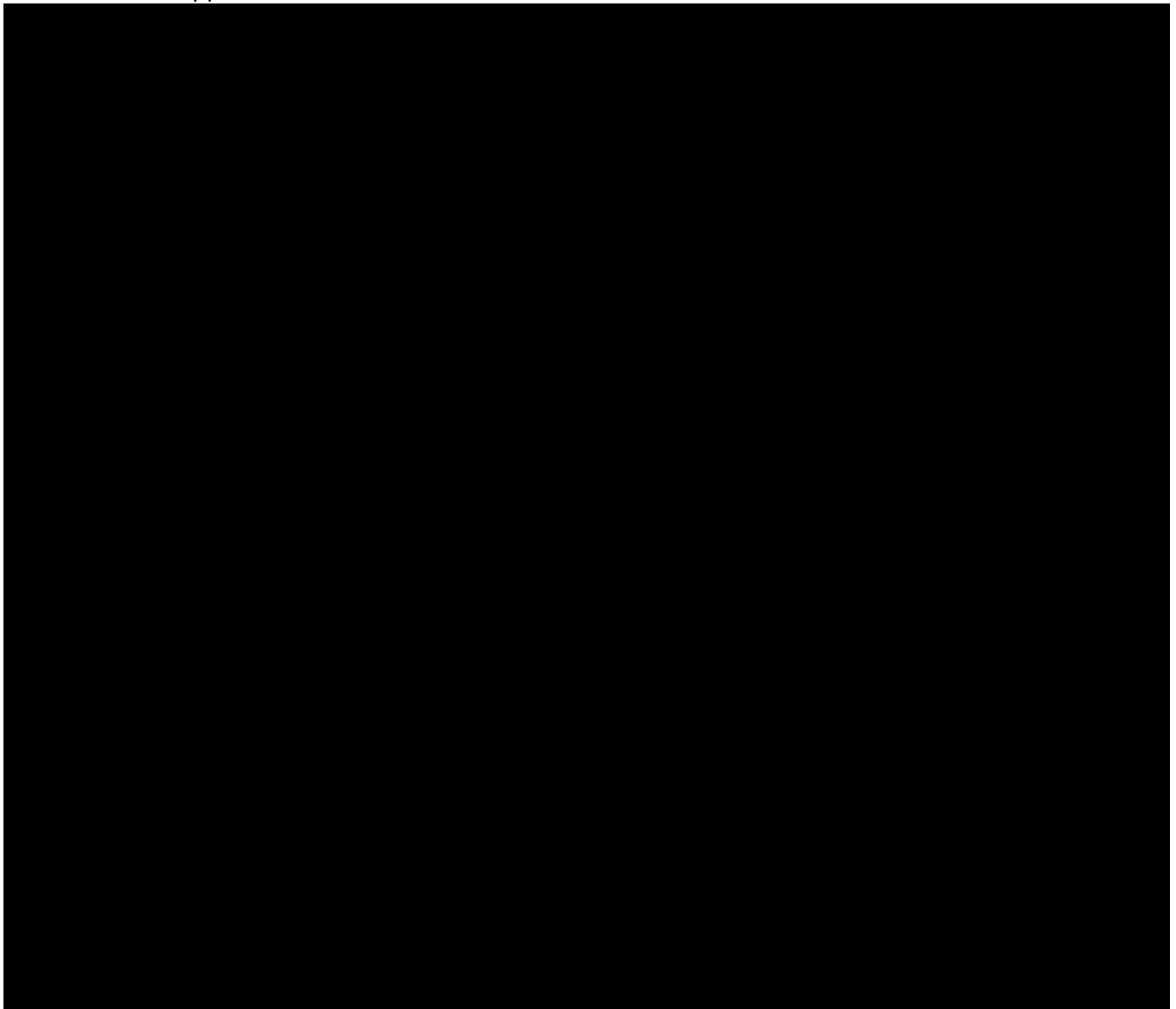


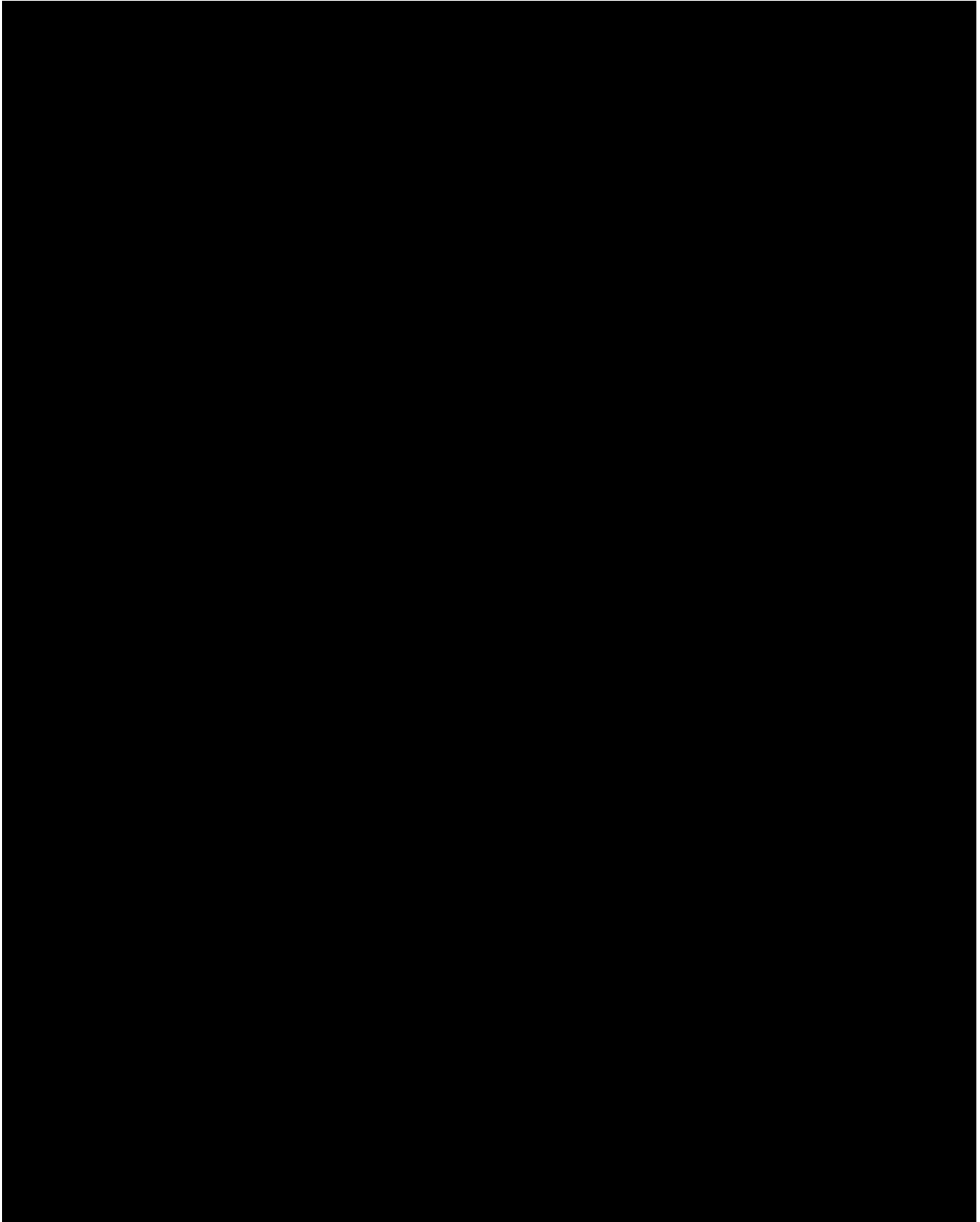
1.3.2.1 Scope

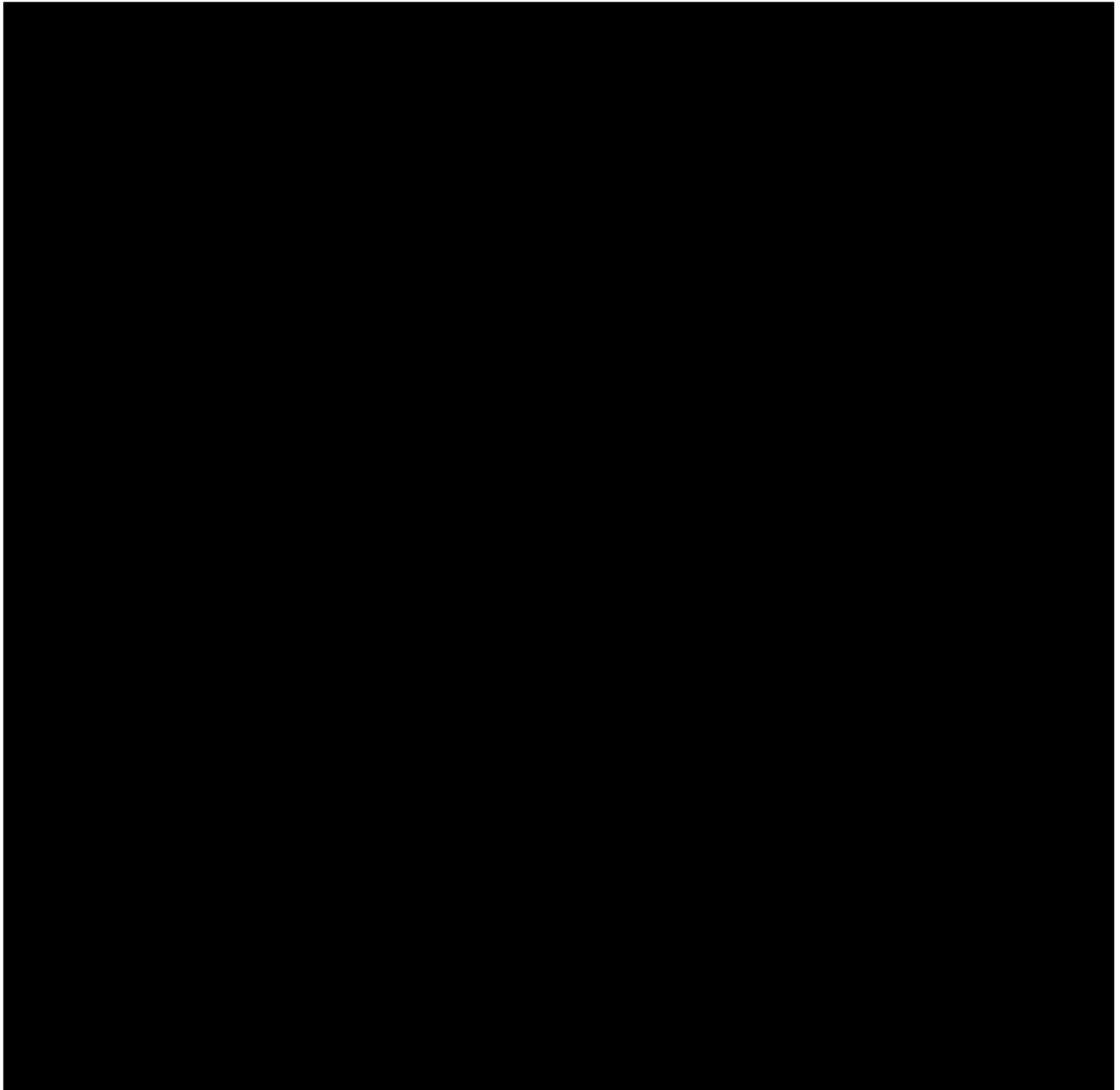


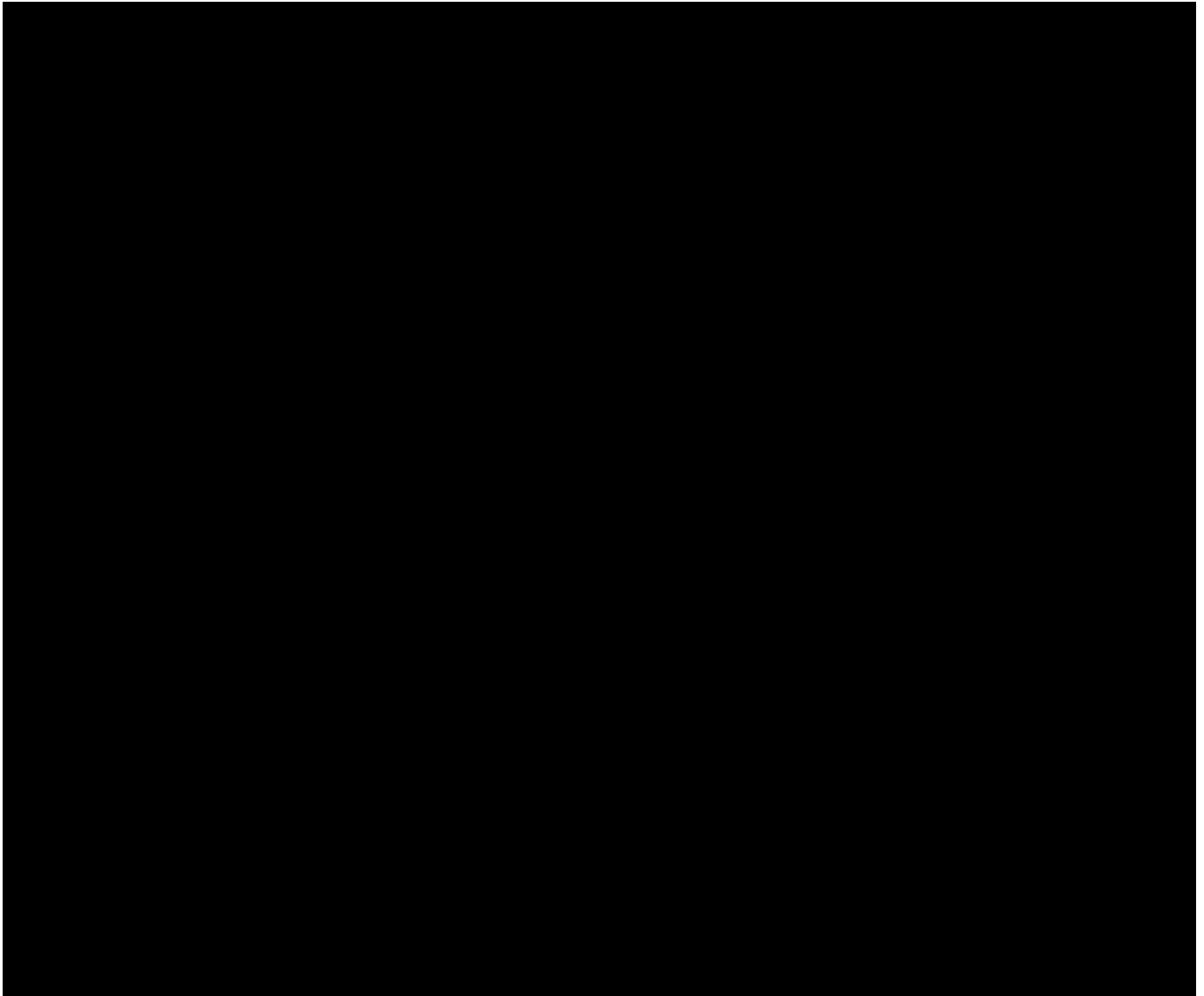


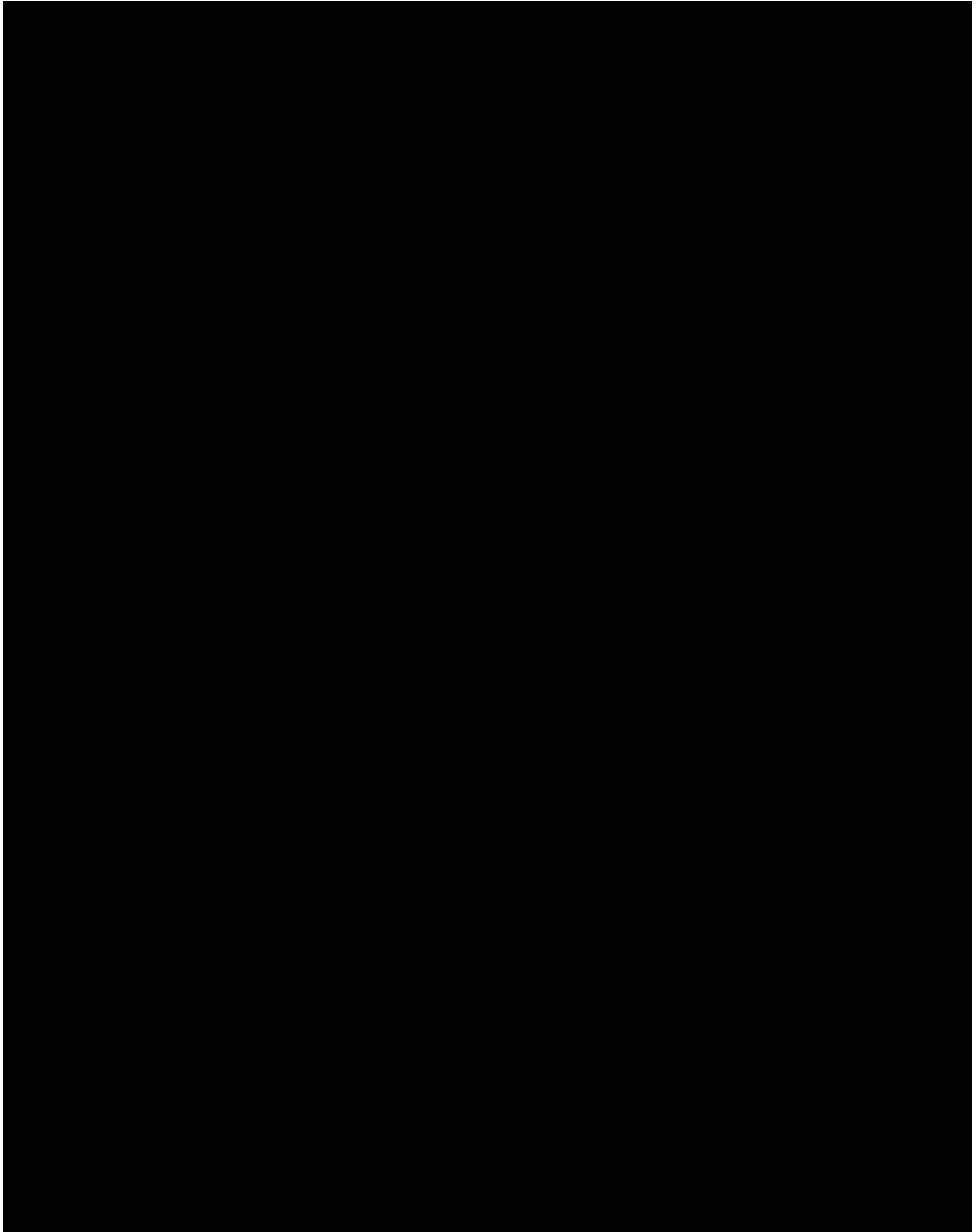
1.3.2.2 Approach

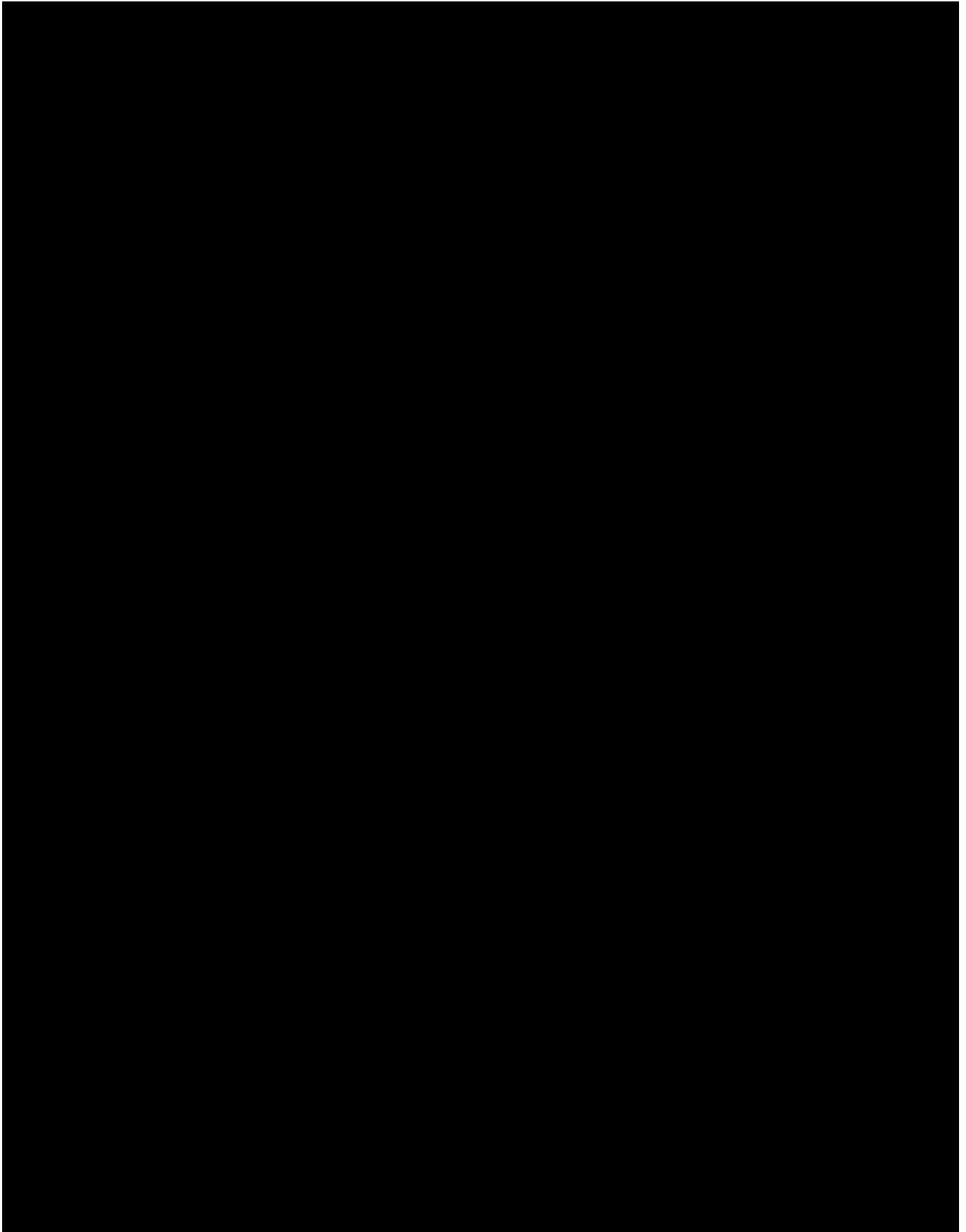


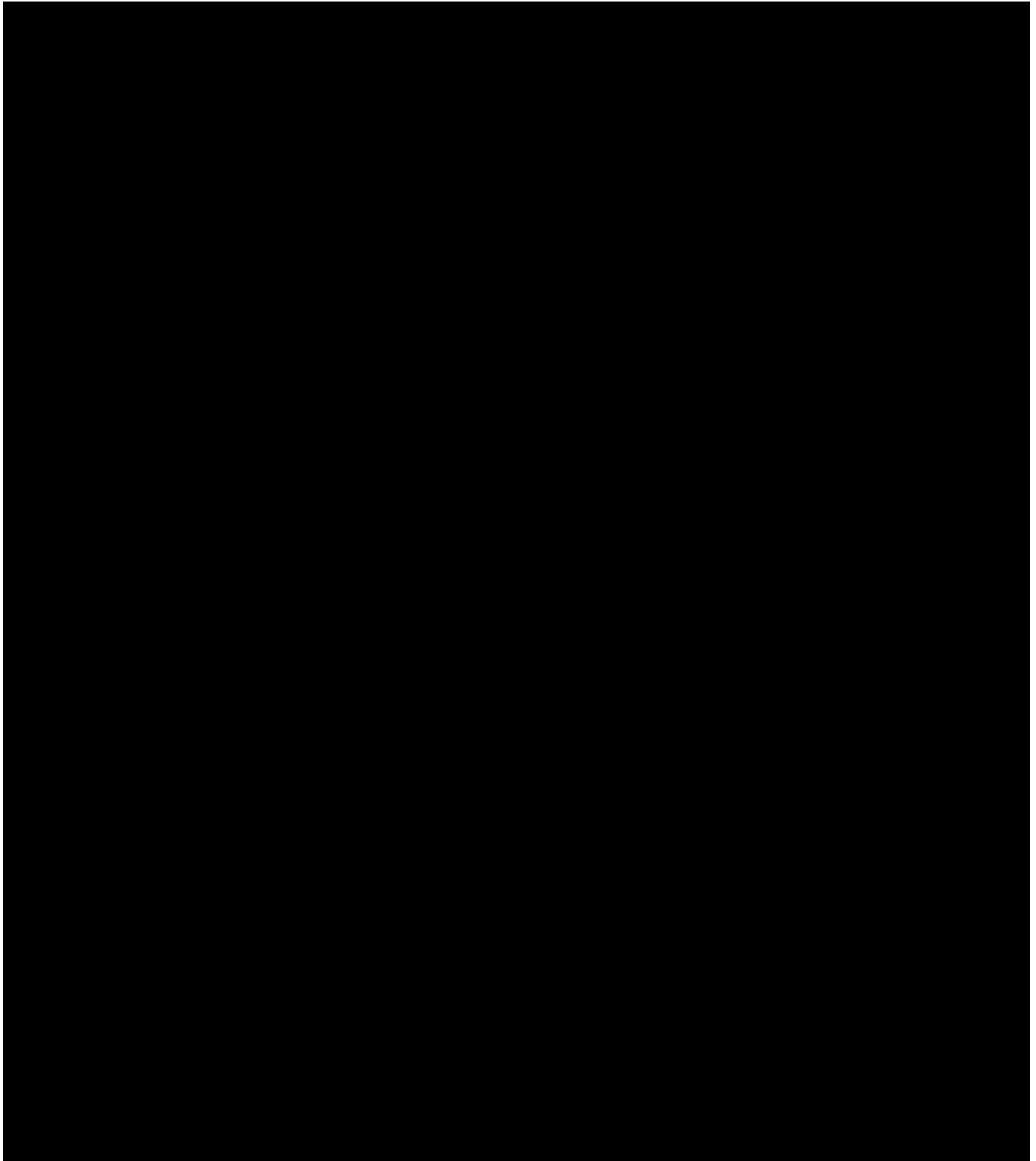


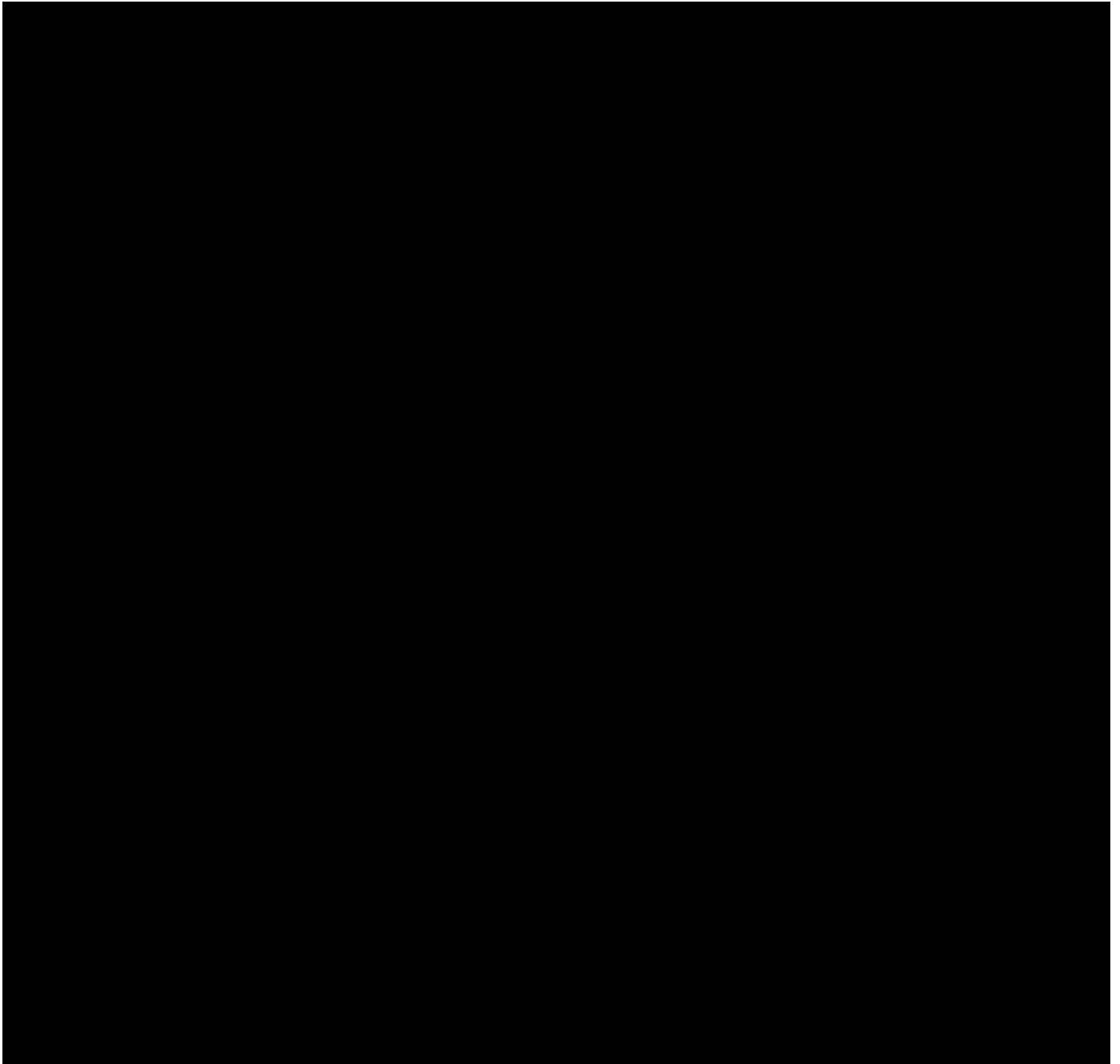






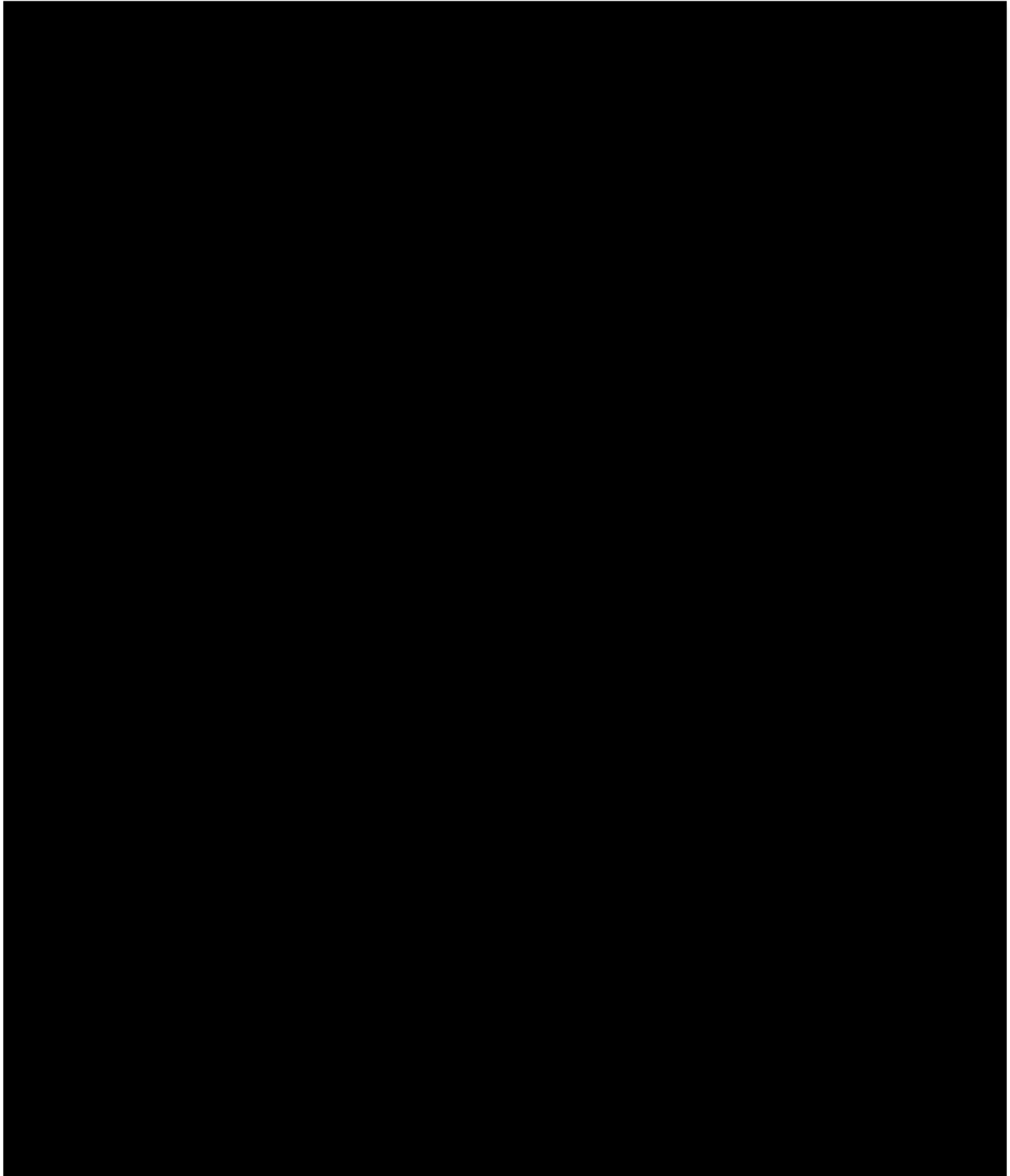


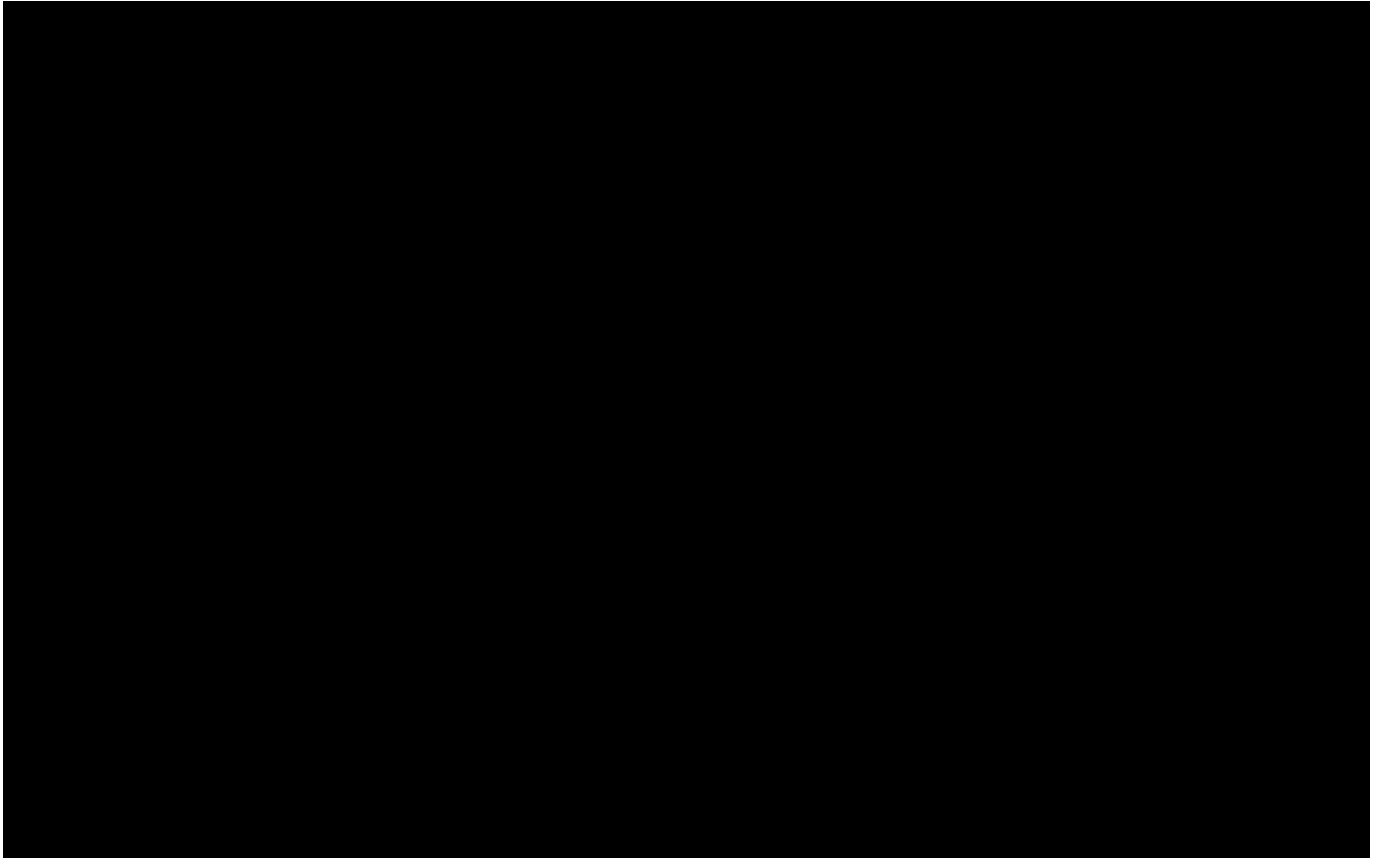




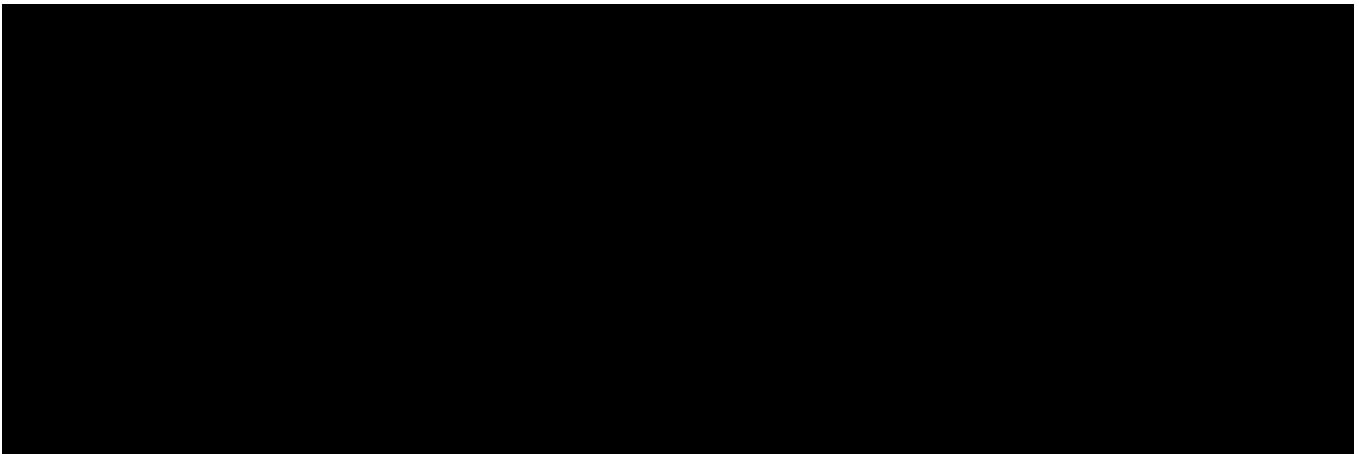
1.3.2.3 Deliverables

Exhibit 17: Deliverables for Stabilization efforts during Phase 1

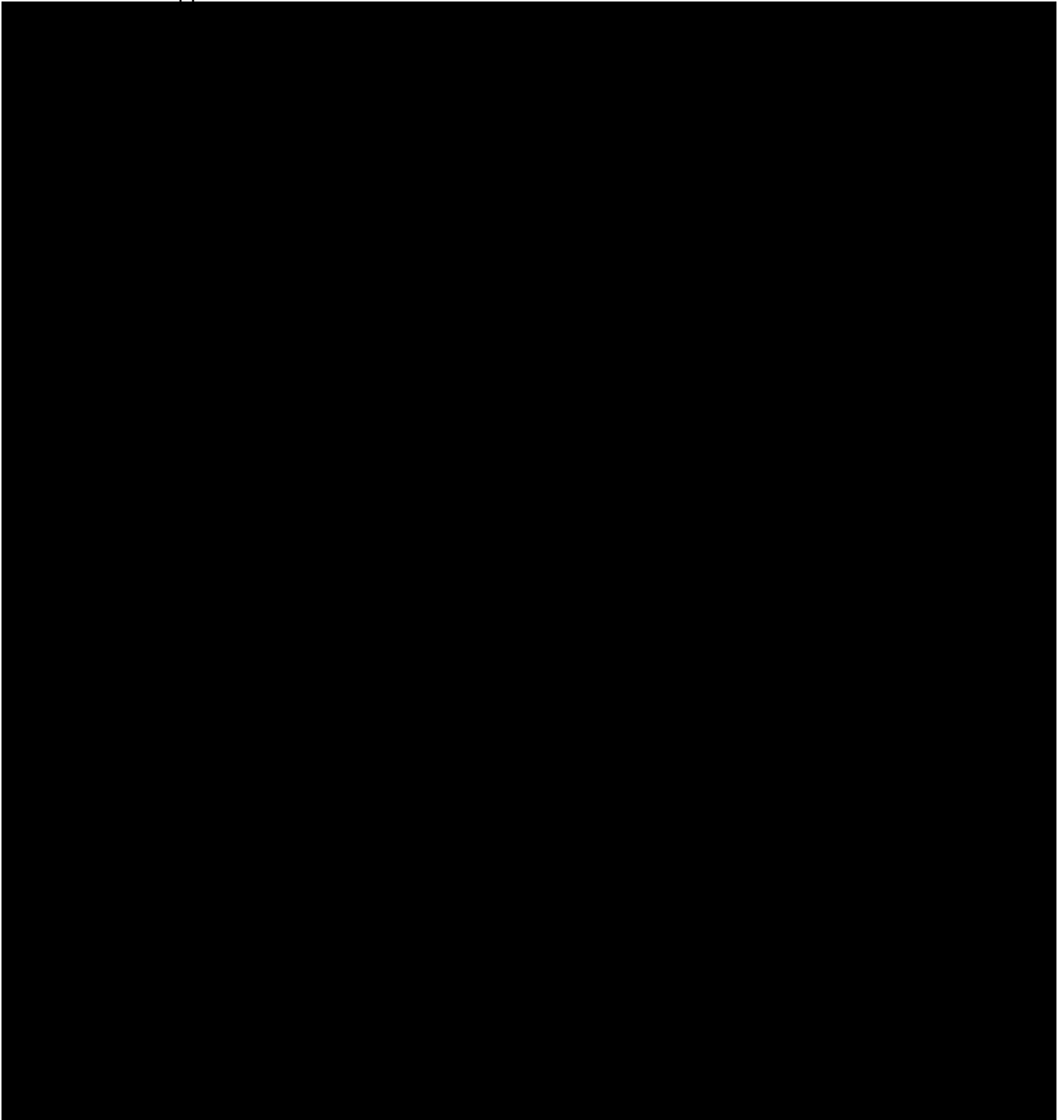


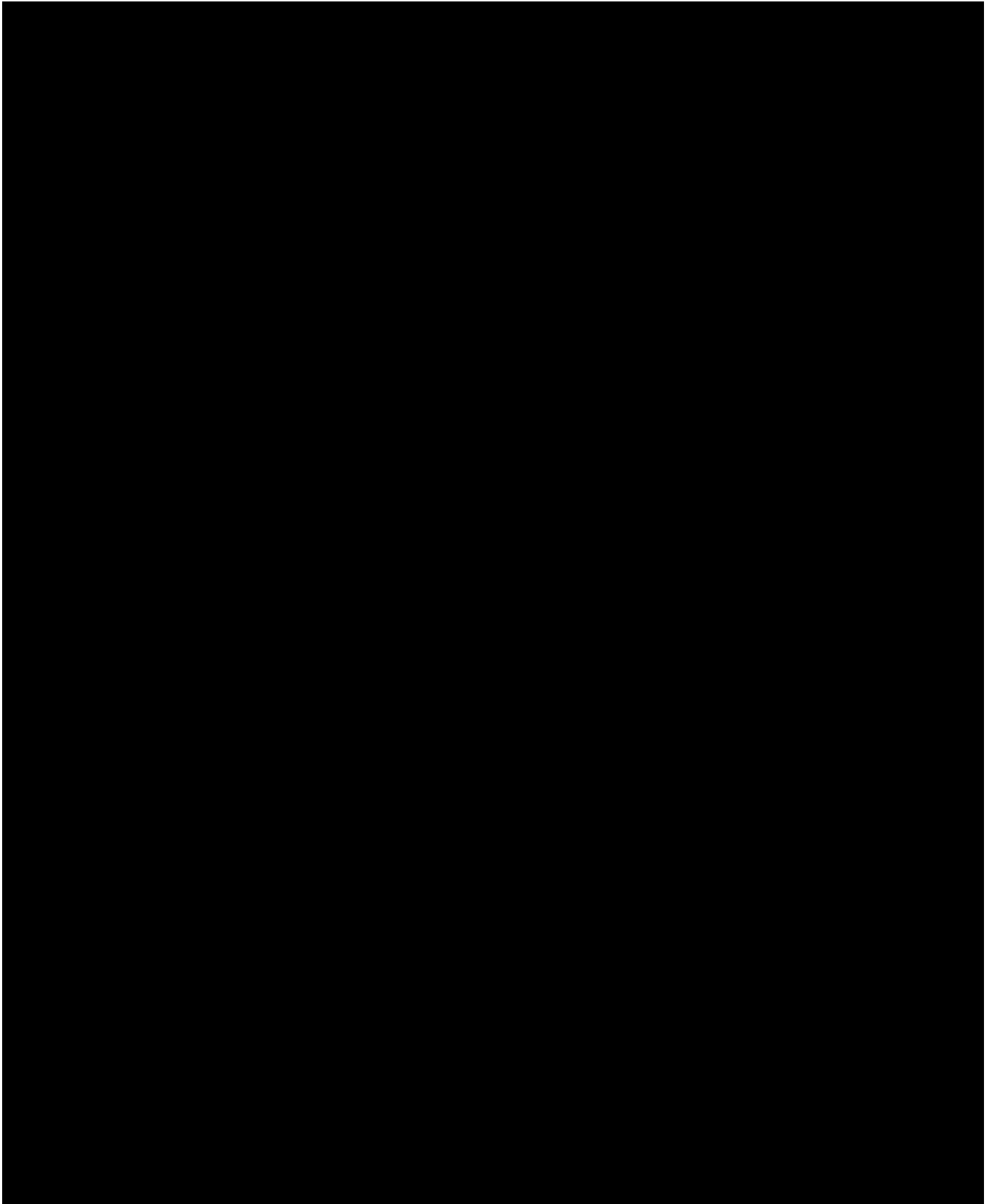


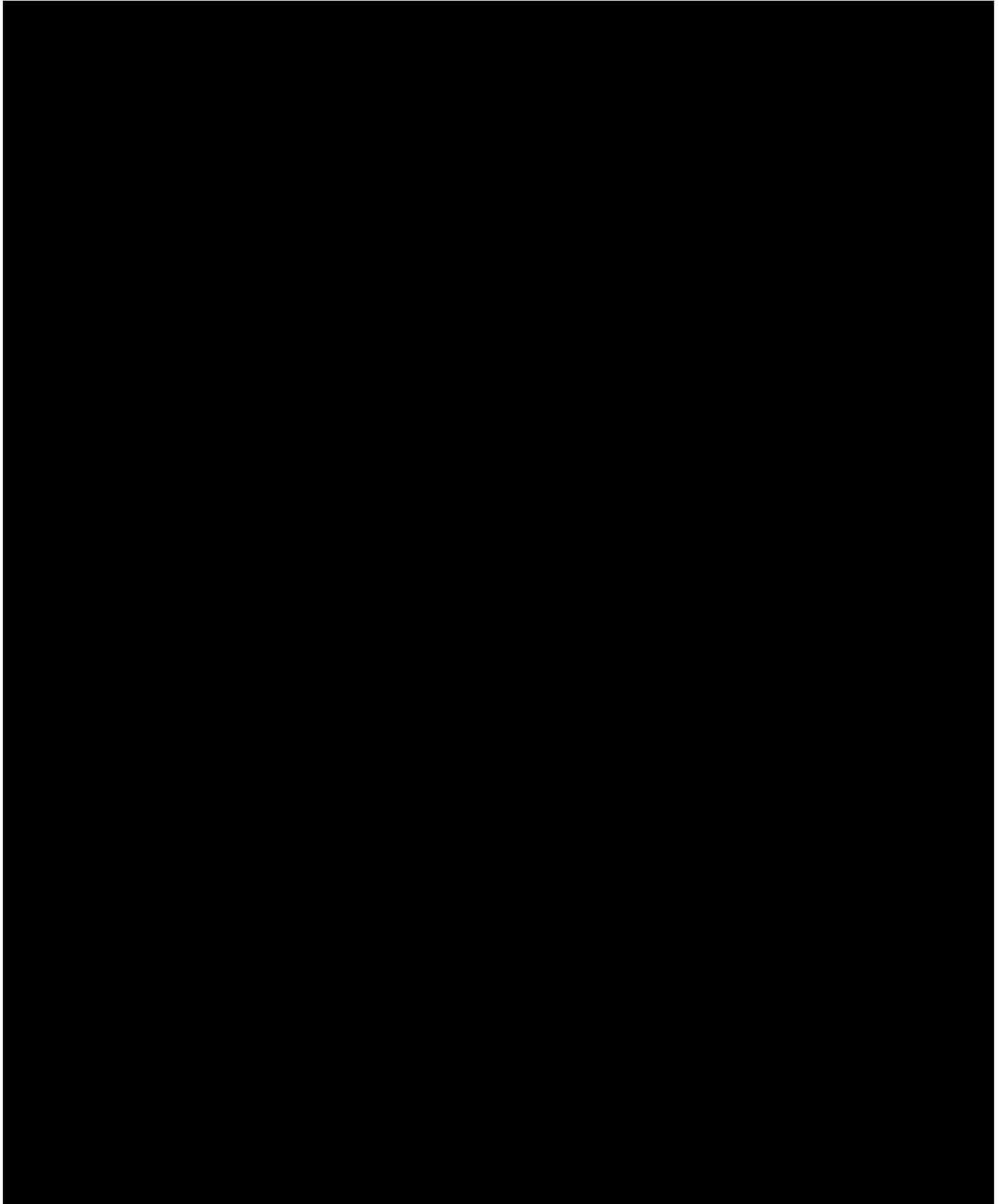
1.3.3.1 Scope

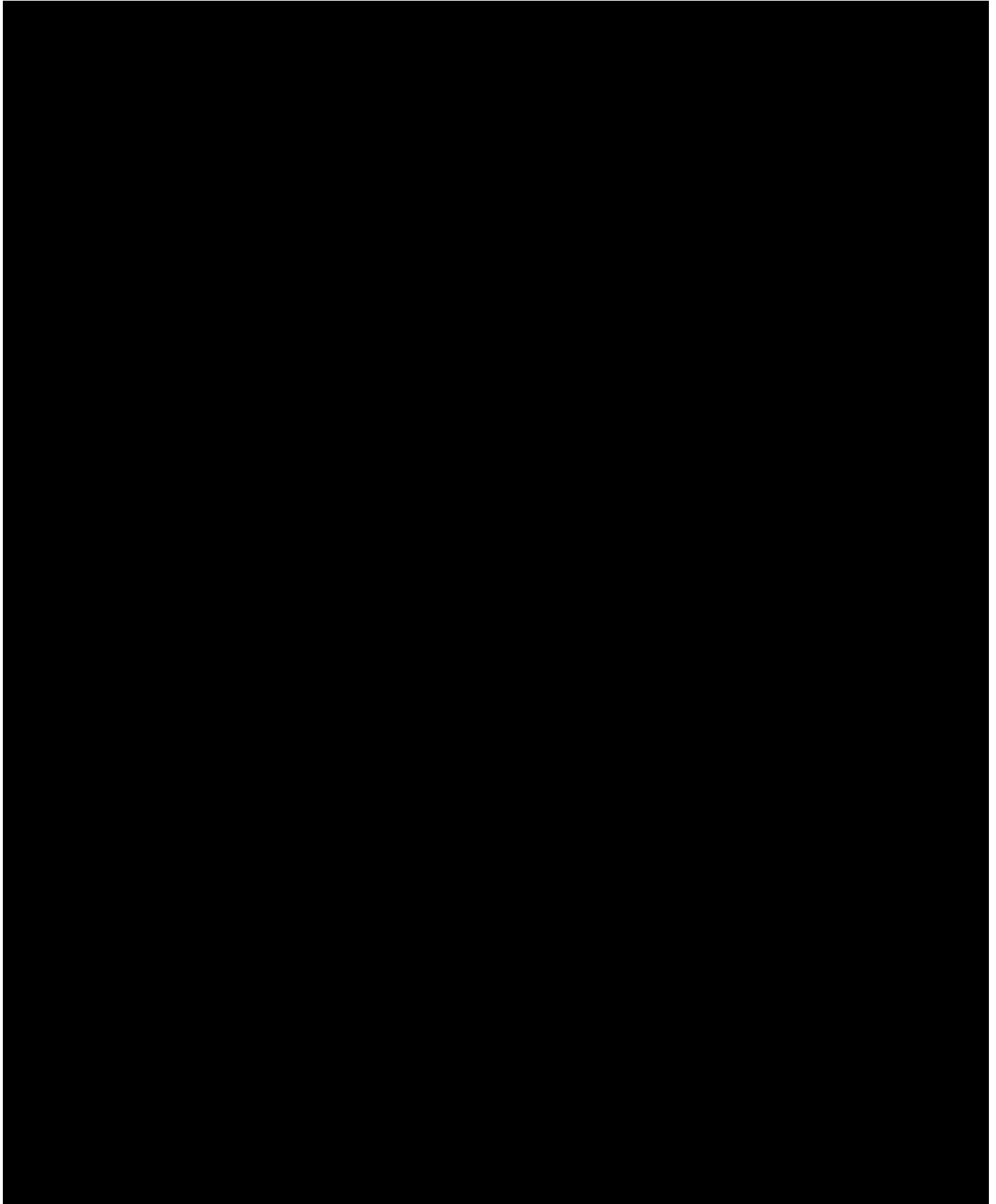


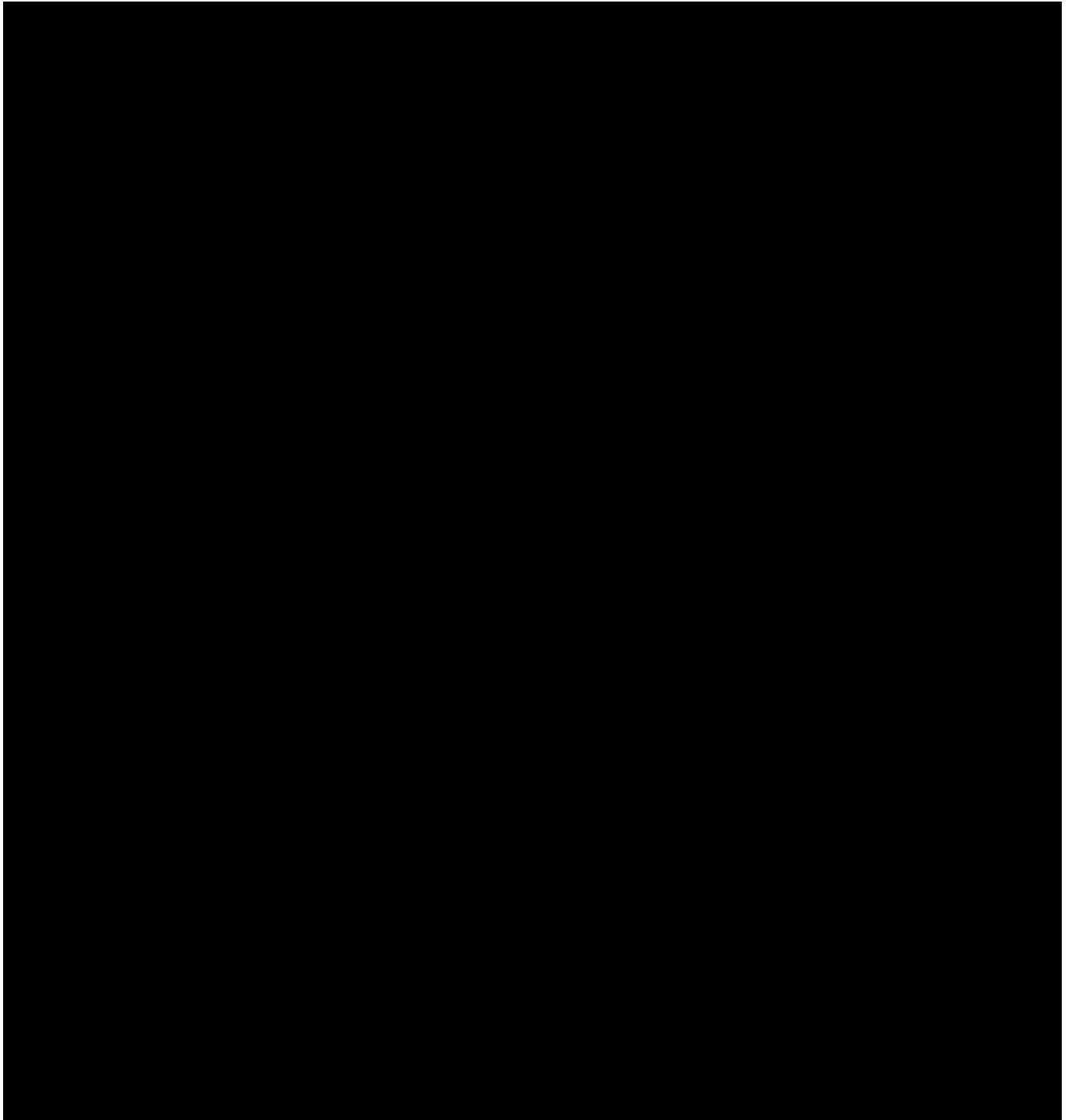
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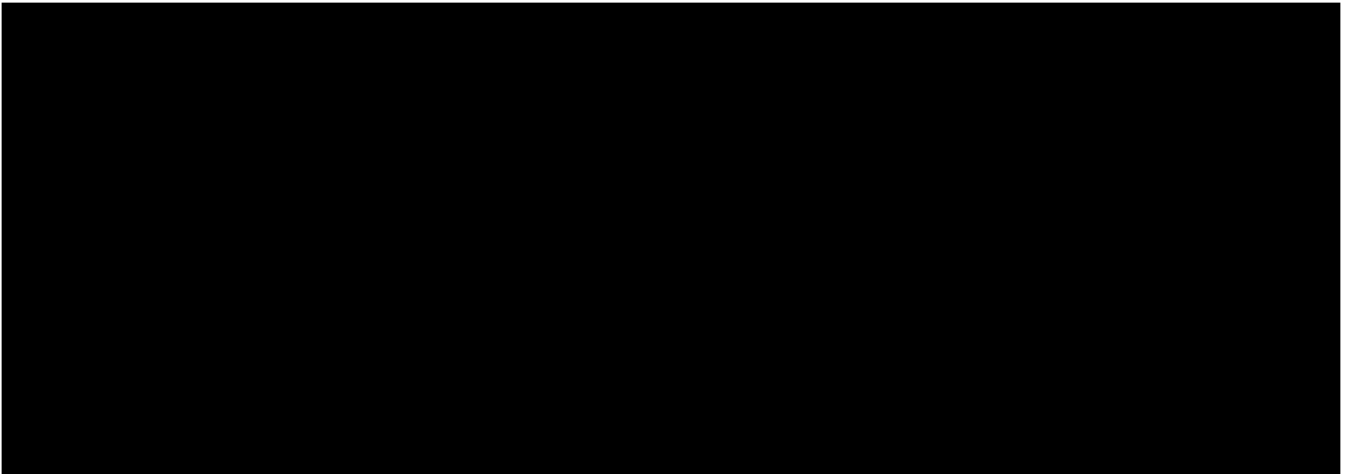




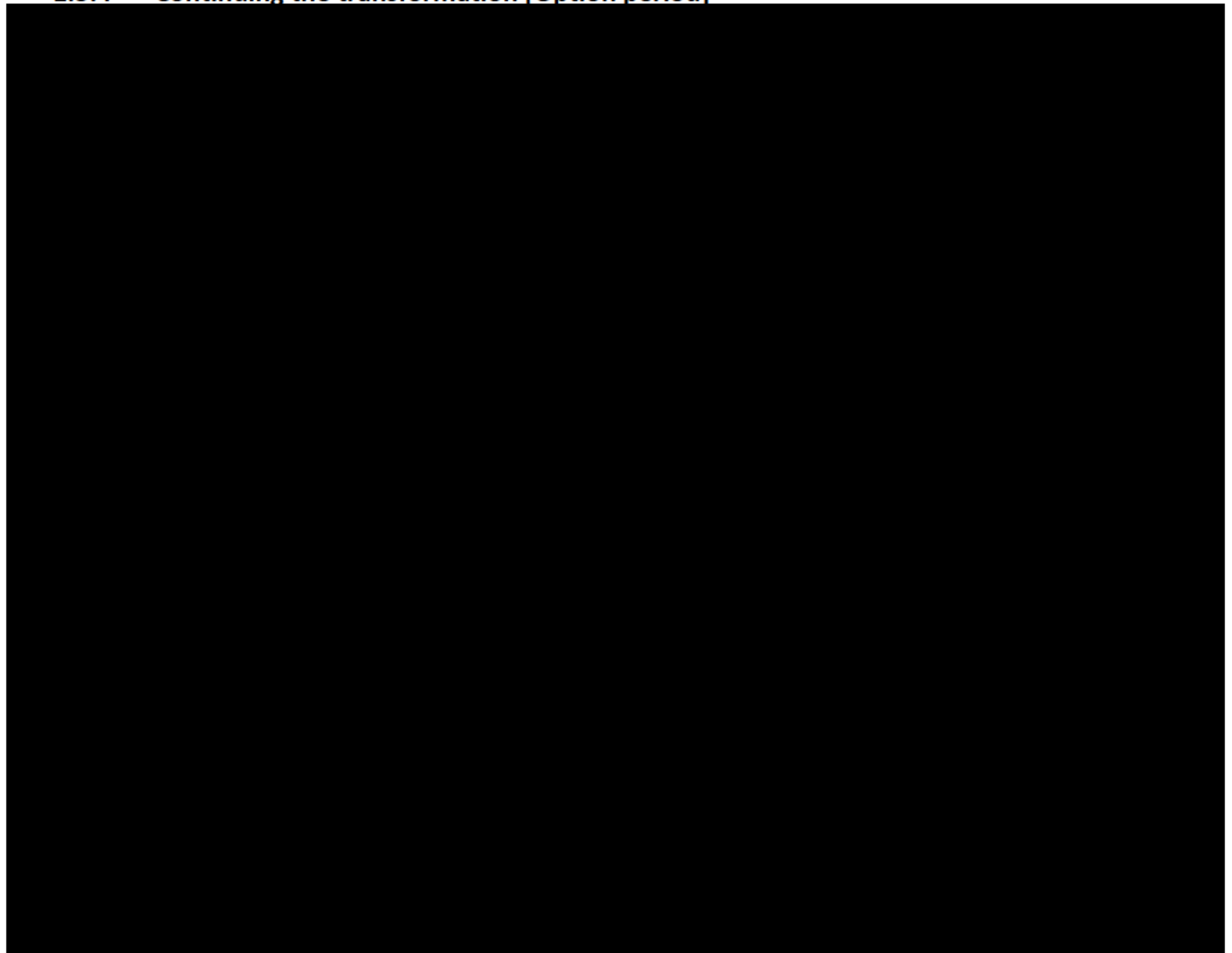




1.3.3.3 Deliverables



1.3.4 Continuing the transformation [Option period]



1.4 Period of Performance

1.5 Management Approach

Management approach

Based on the overall technical approach, we have laid out how this specific work will require rigorous program management to enable systems integration across all phases and systems and achieve buy in from various stakeholders and system users. The following section will provide further details on BCG's approach to managing casework and how that will be translated into a superior approach for the USPTO.

Throughout all stages of this project, we will employ a rigorous management approach, designed to ensure the highest quality results from the team on the ground. This approach is anchored in three distinct components:

- [REDACTED]
- [REDACTED]
- [REDACTED]

Exhibit 26: Proposed team structure for Phase 1

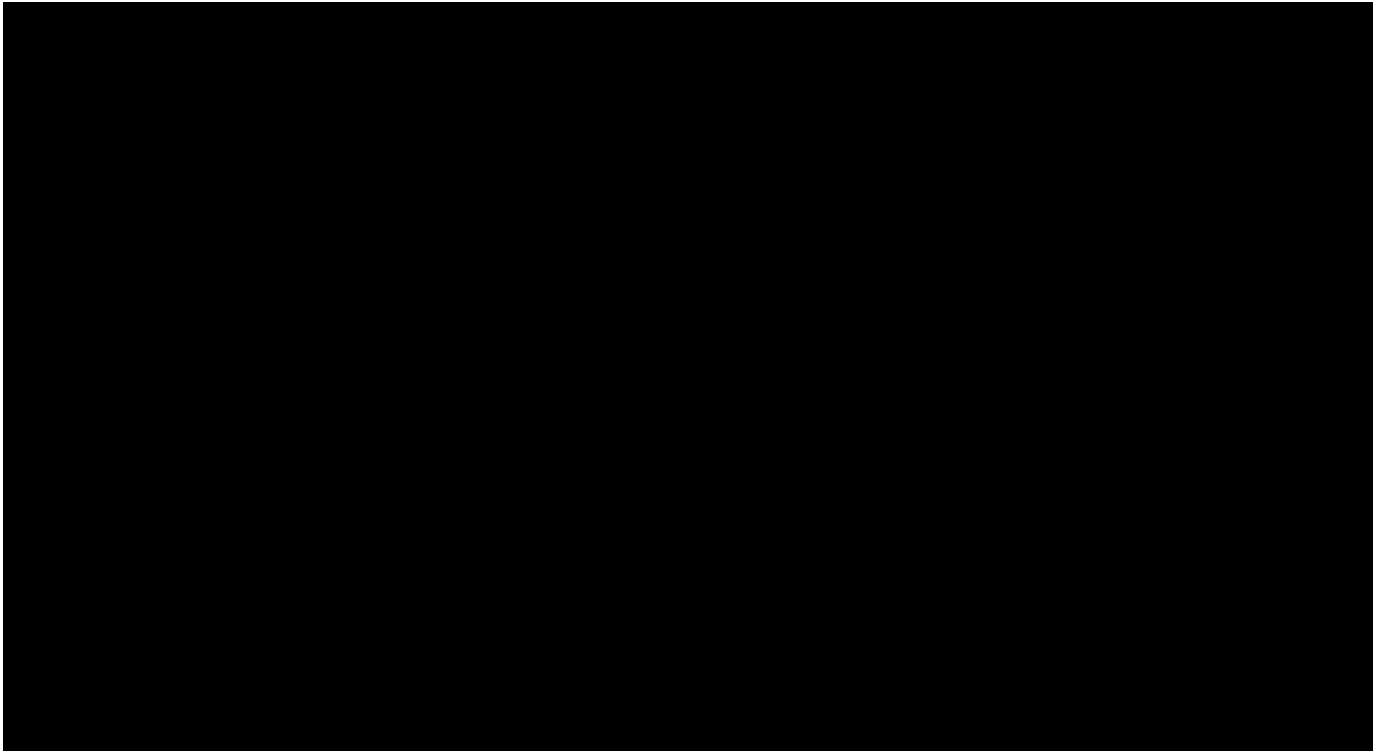
[illegible]

[REDACTED]

[illegible]

1.5.2 Level of Effort

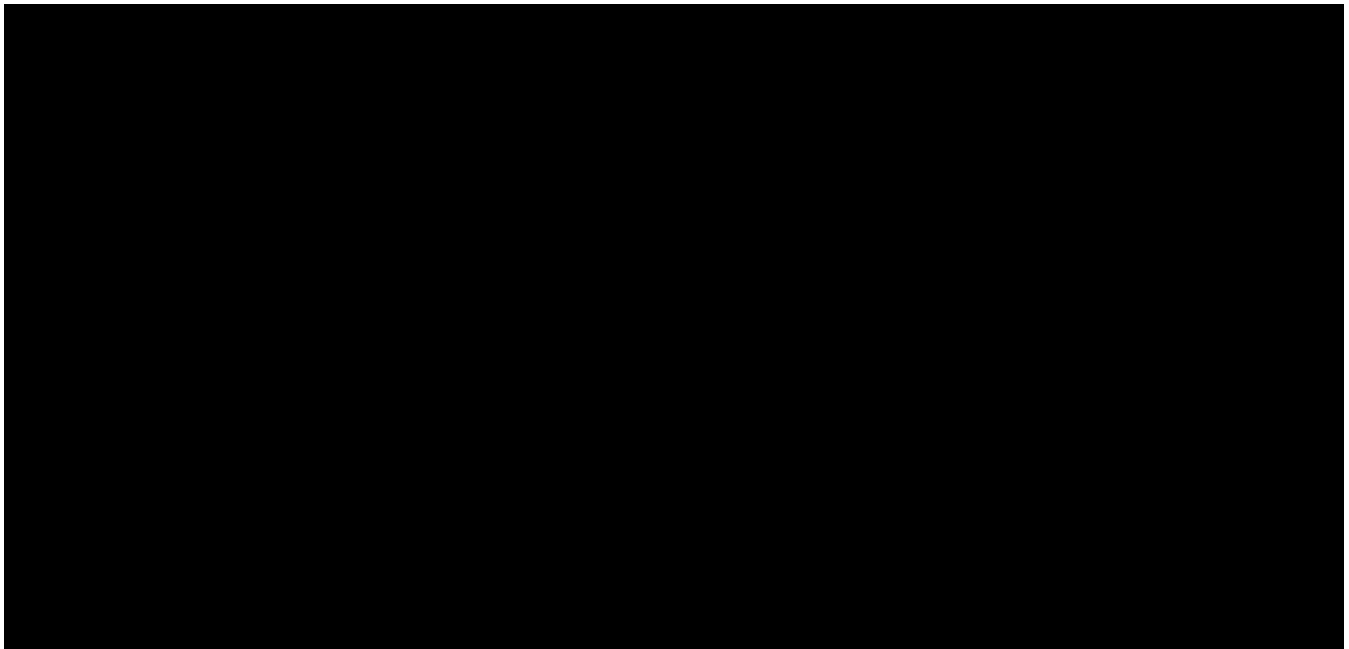
Exhibit 27: Estimated level of effort



1.5.3 Engagement with government stakeholders

[Redacted]	
[Redacted]	
[Redacted]	
[Redacted]	[Redacted]
[Redacted]	

Exhibit 28: Proposed project governance and engagement approach



[Redacted text block]

- [Redacted list item]

- [Redacted list item]

- [Redacted list item]

- [Redacted list item]

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[REDACTED]

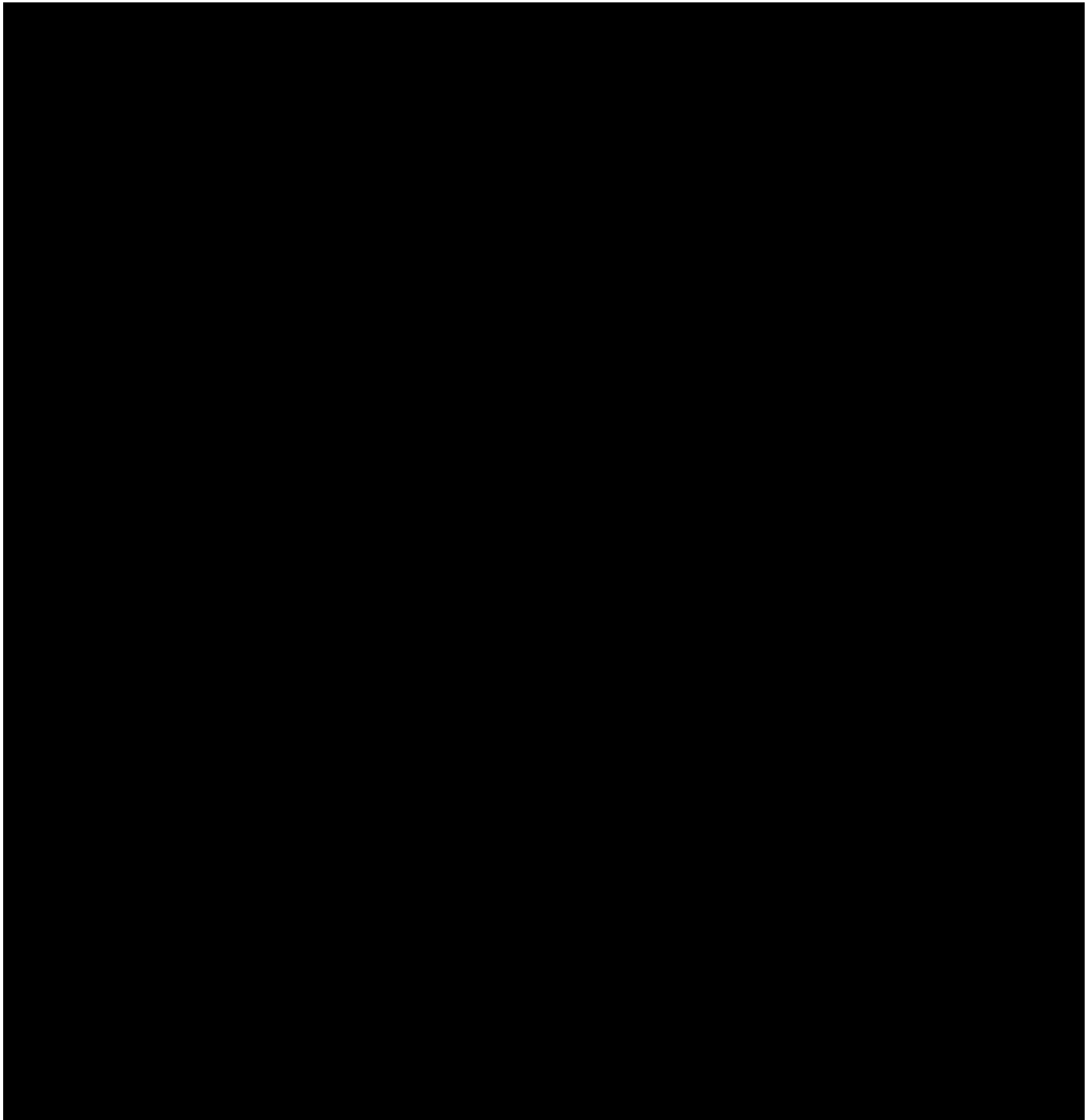
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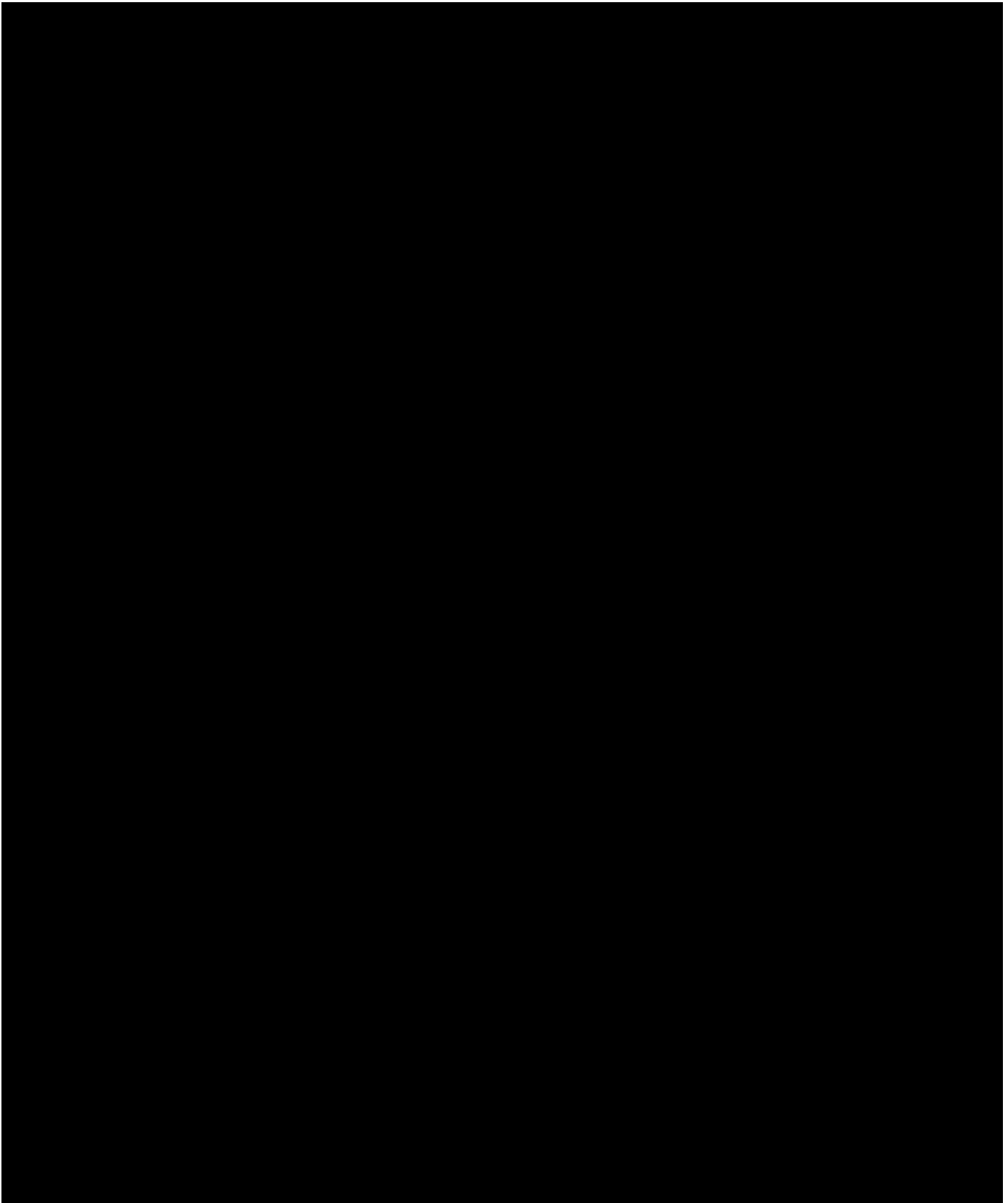
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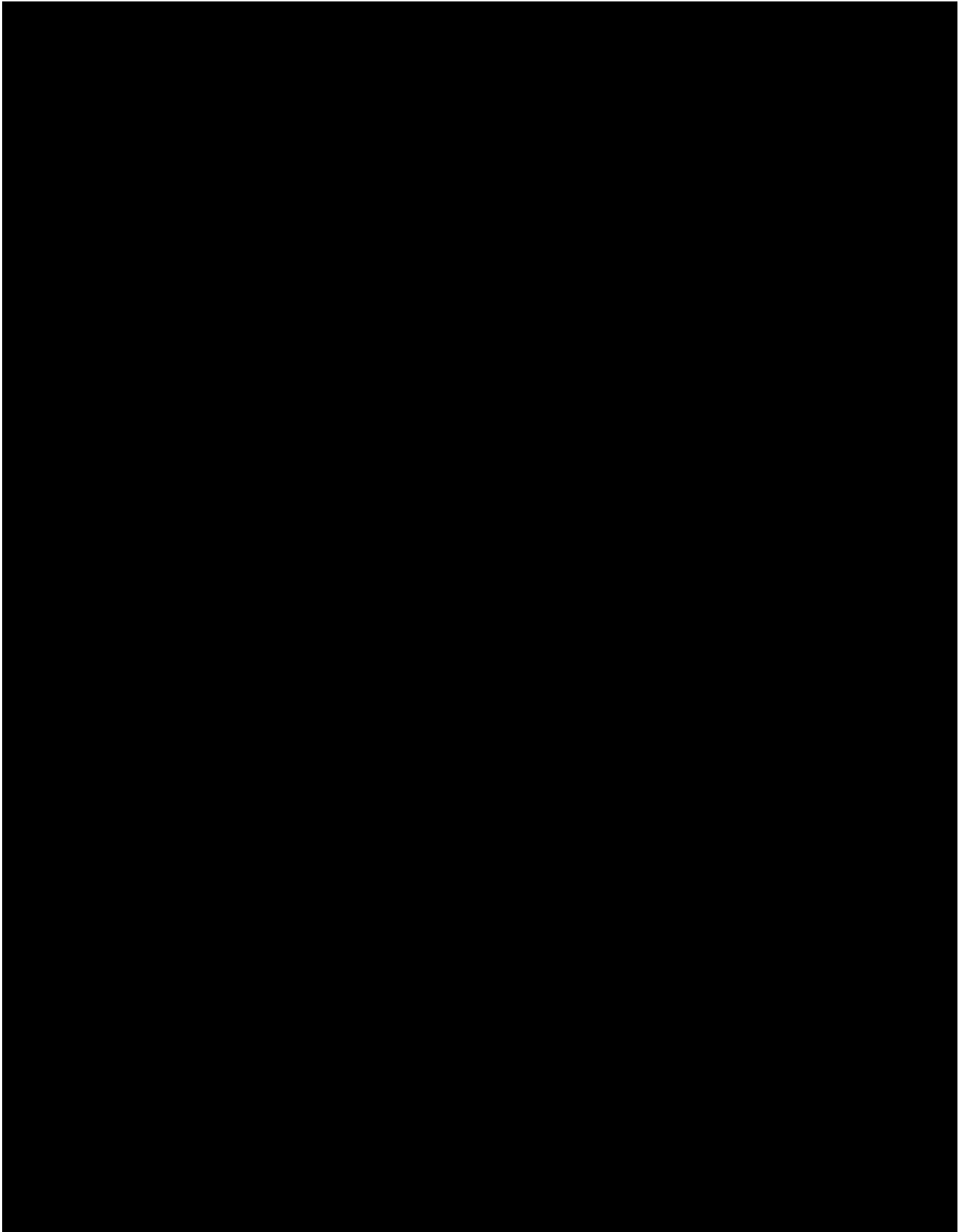
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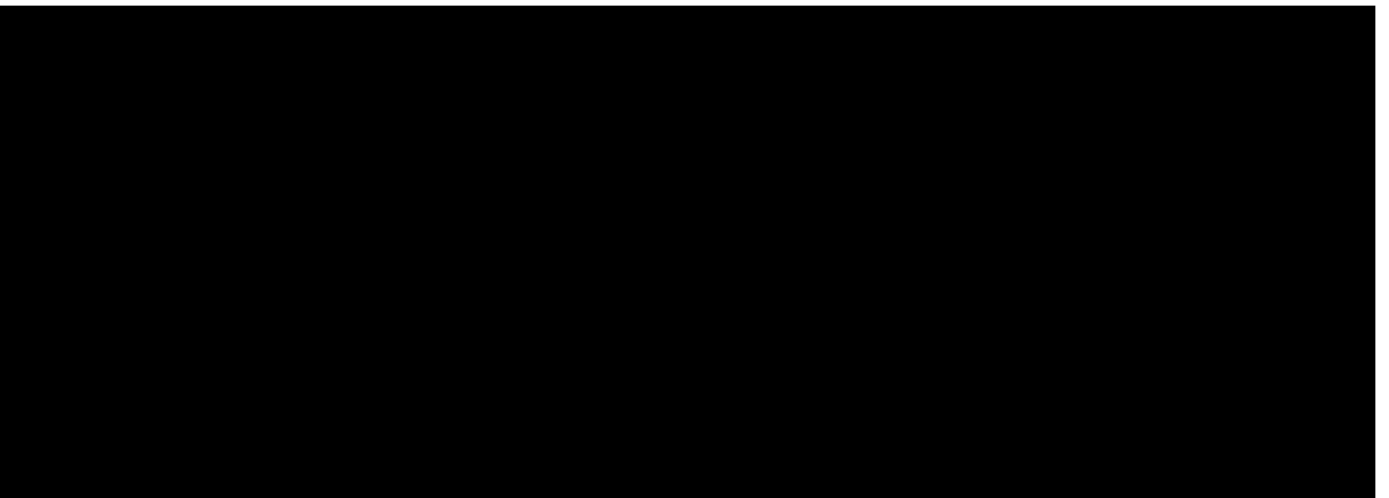
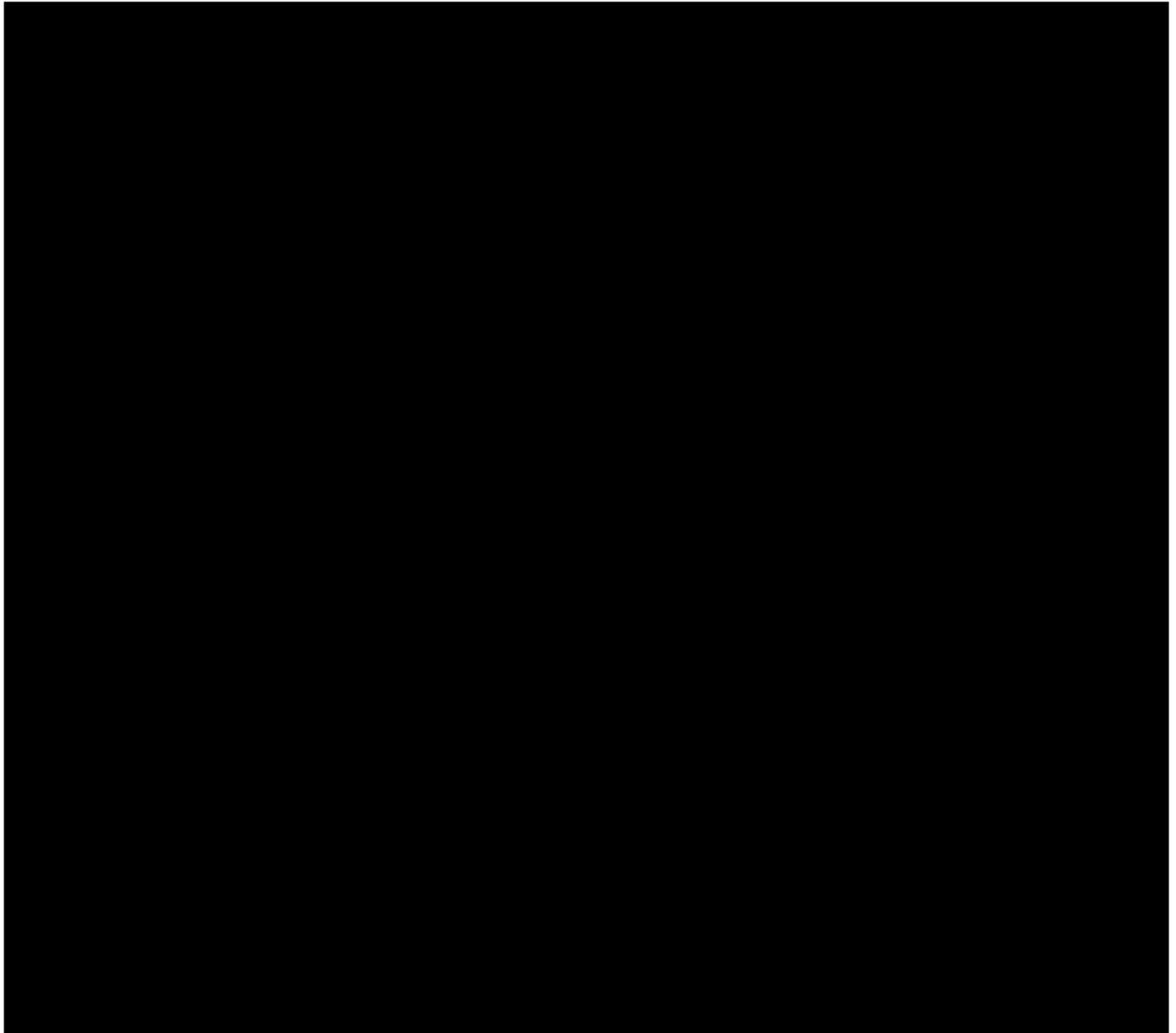
1.6 Deliverables Schedule

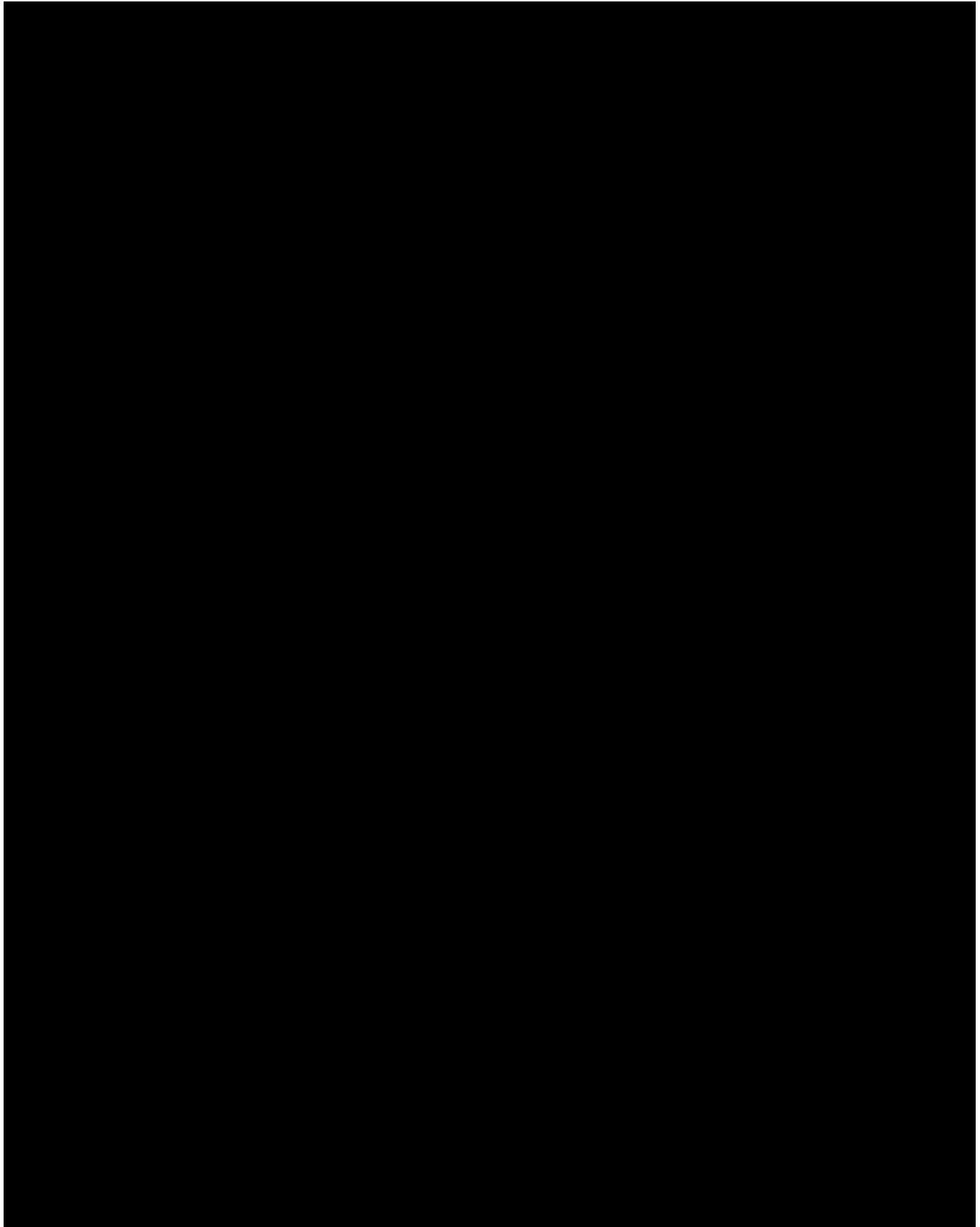


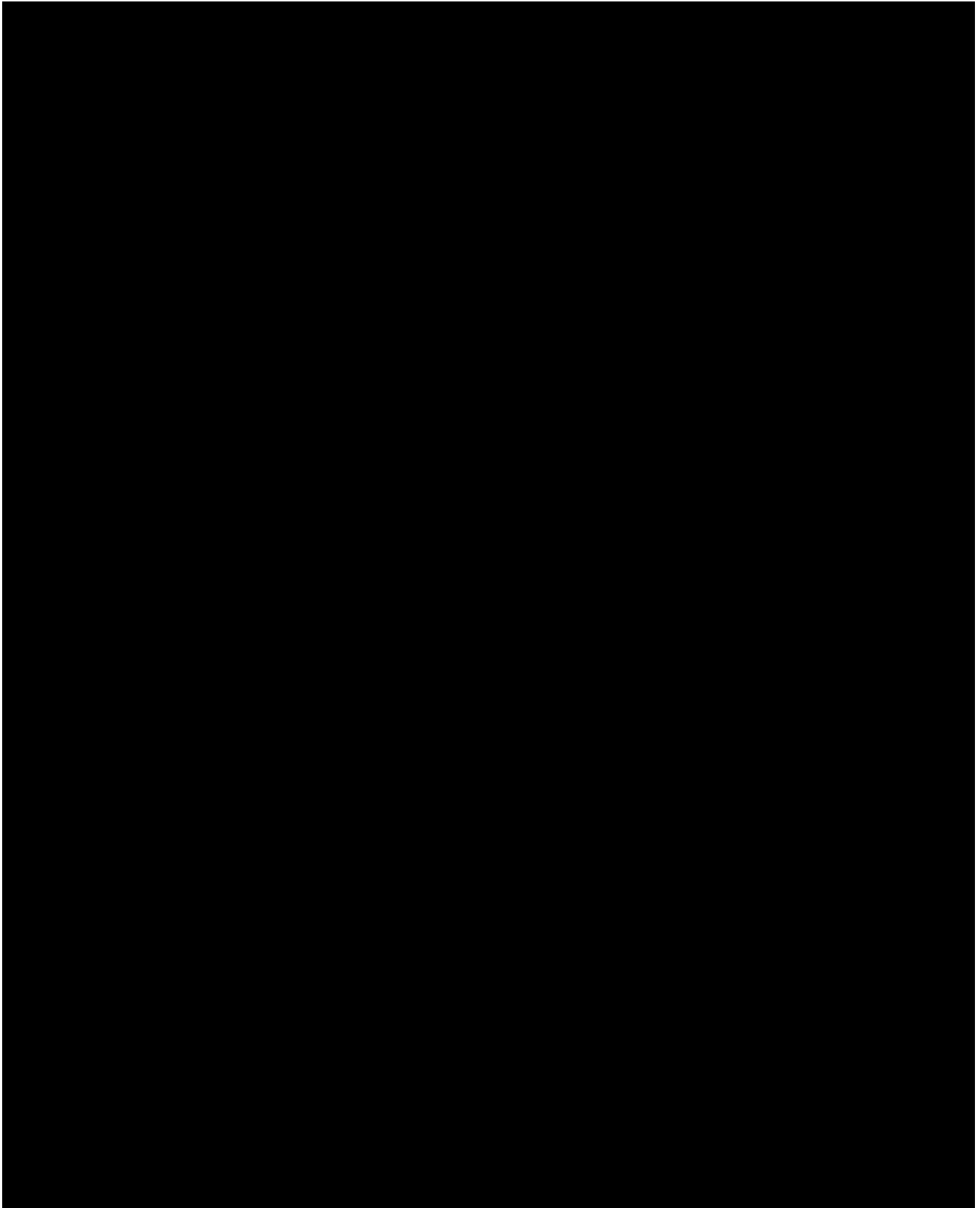
1.7 Corporate Experience

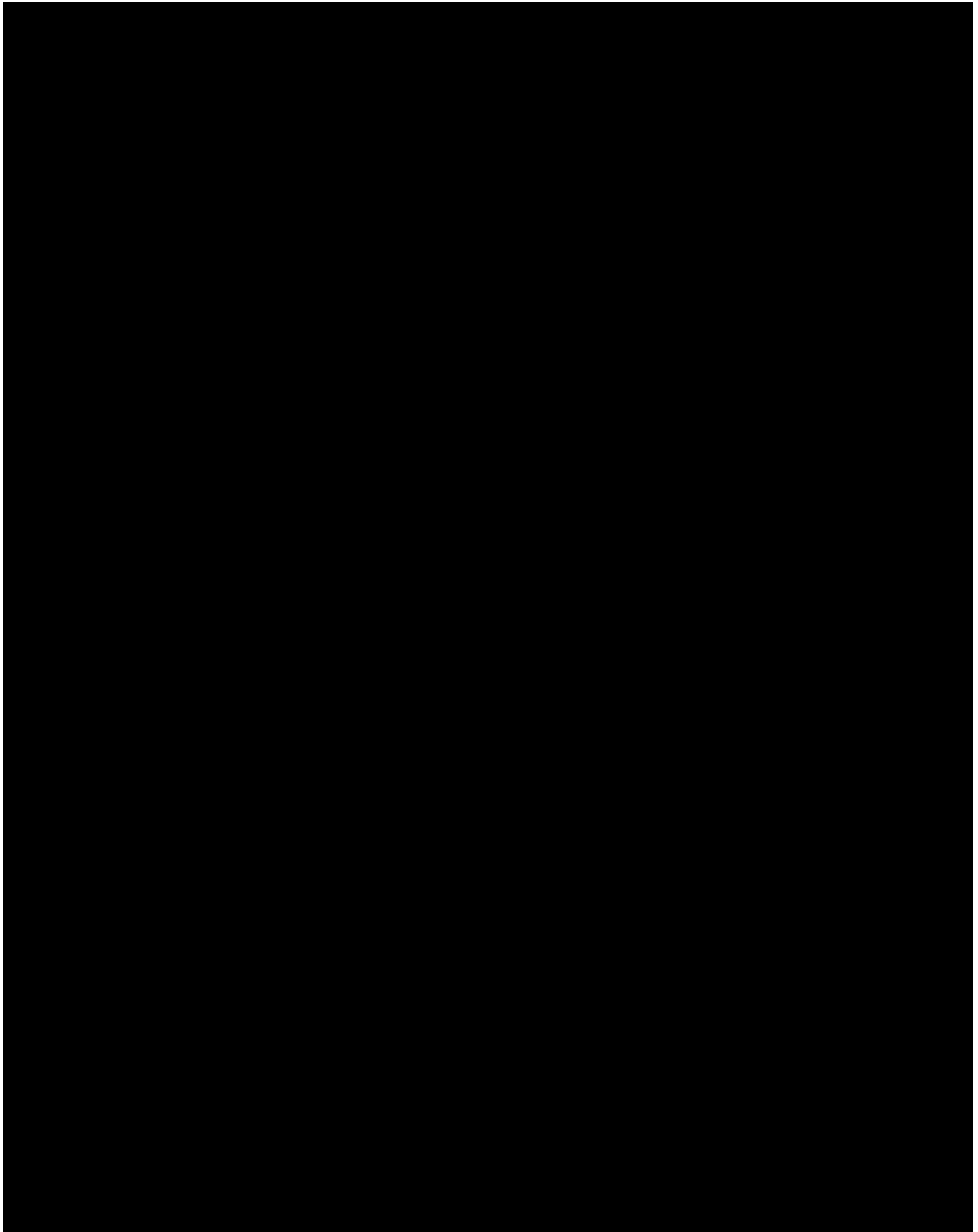


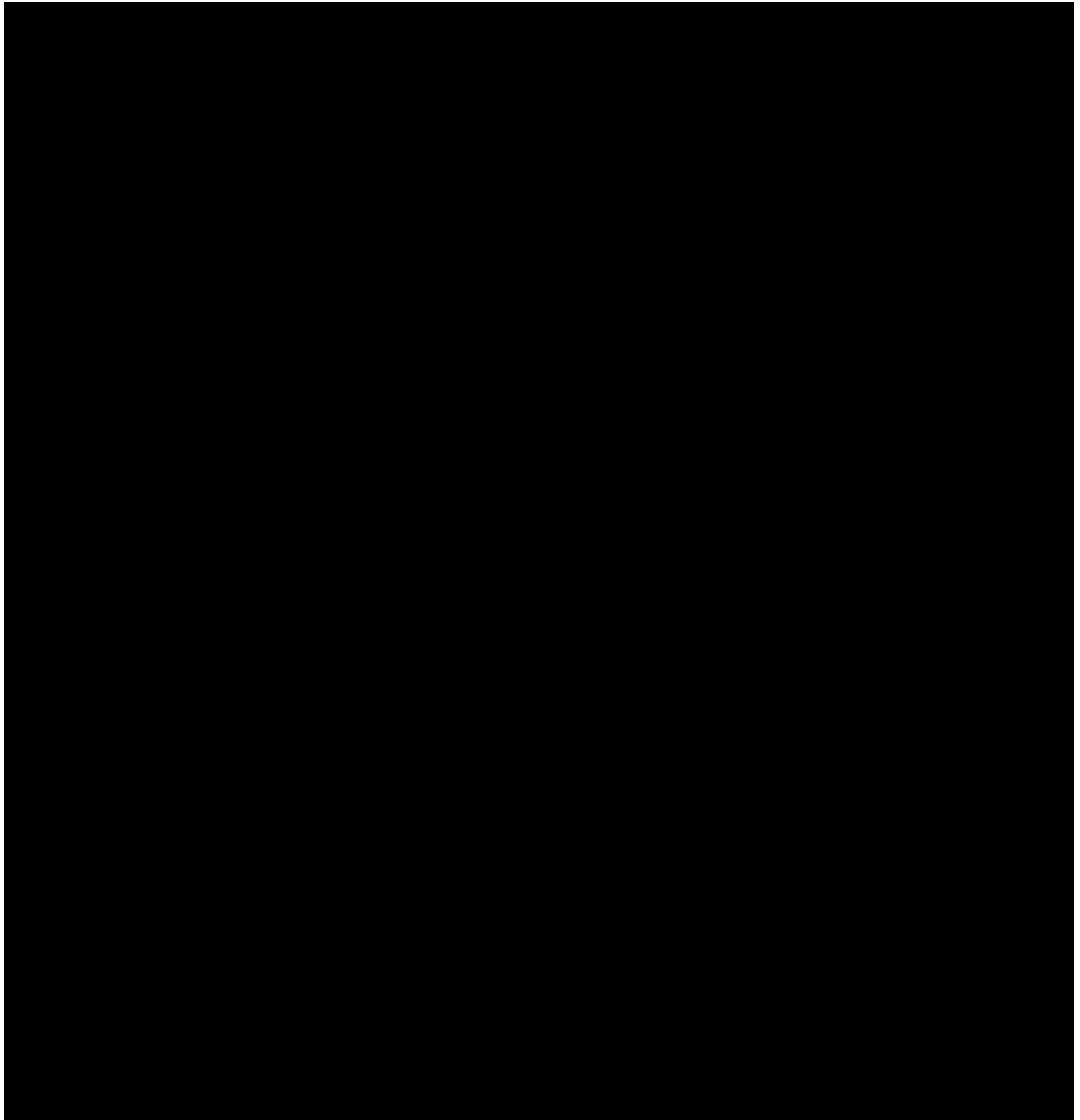


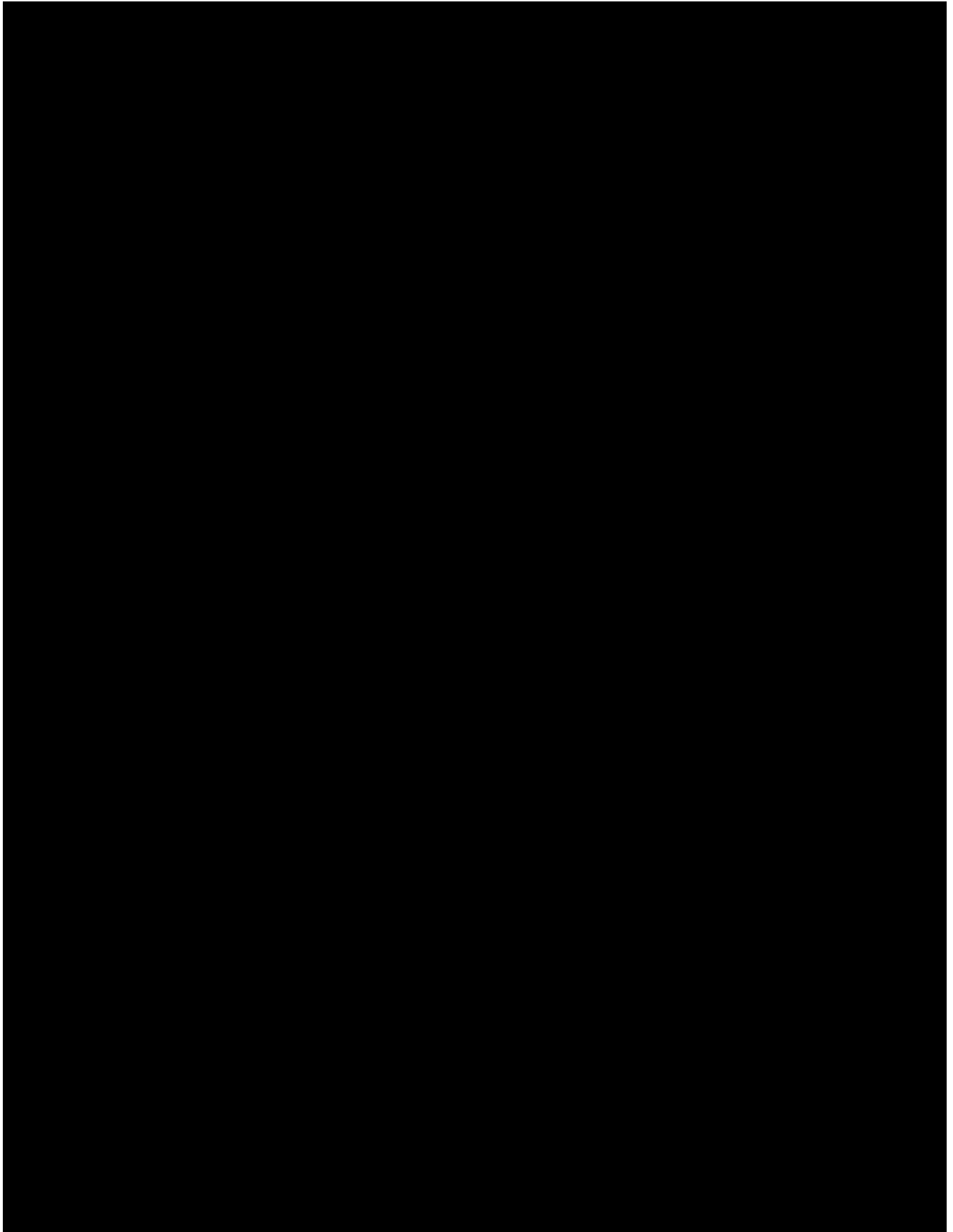


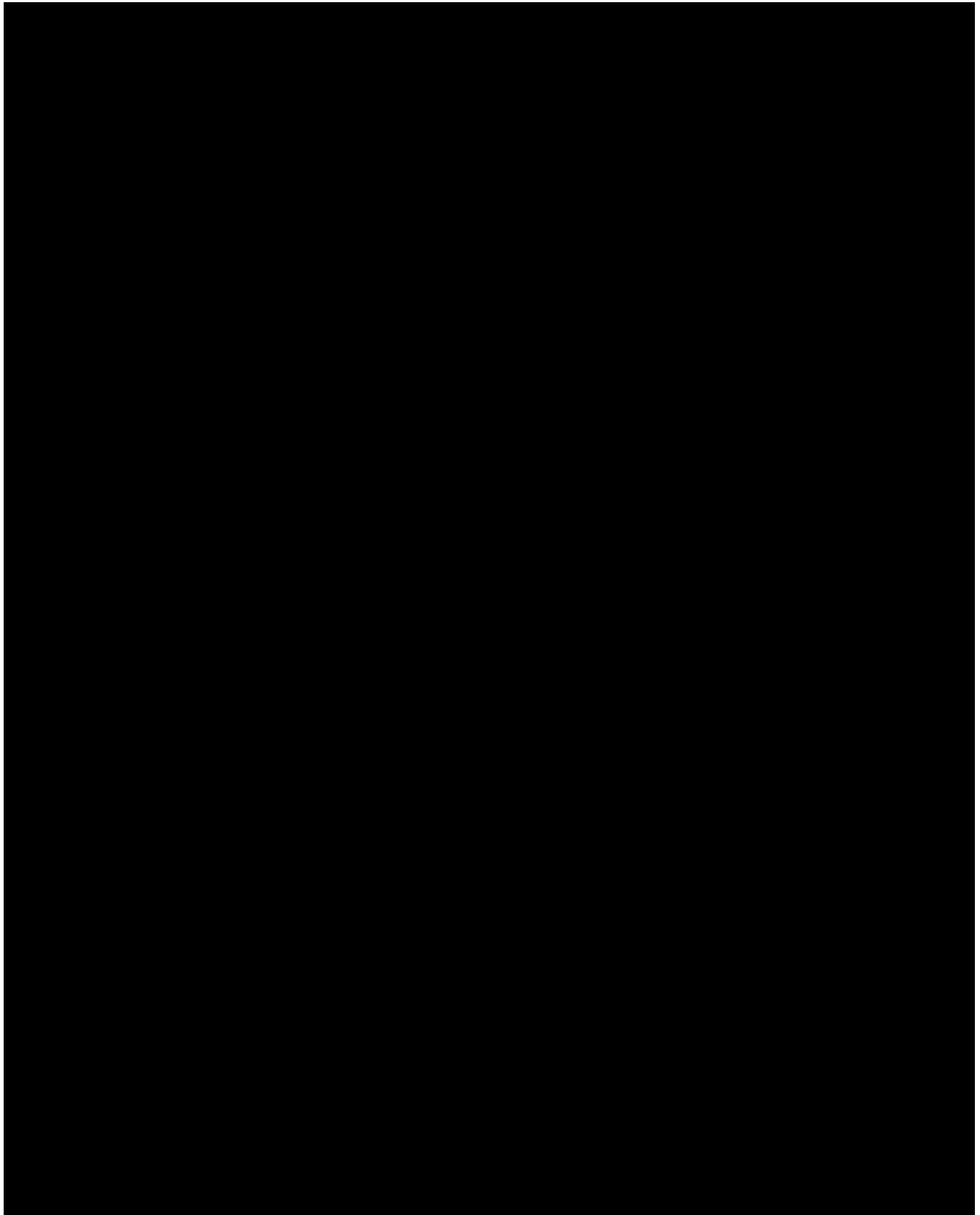












2.0 PERSONNEL RESUMES

