

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER 281P2250003					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 1333BJ22Q00280020		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    NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB    SIZE STANDARD: <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 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING			
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO		CODE		16. ADMINISTERED BY					
				CODE					
17a. CONTRACTOR/OFFEROR		CODE		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			
						CODE			
Telephone No.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									

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 2022-A-00-281600-SDS000-NONCOMP-2570-8262-S99999-281600-2022				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 checked="" 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)		31c. DATE SIGNED

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

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

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

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Labor (Task 1) - Base Period  Labor Hours  PSC: R499	1.000000	LOT		

**Extended Description:****Reference Line:** 281P2250003 - 0001**Pricing Options:** Base 0001

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Labor (Tasks 2-9) - Base Period  Labor Hours  PSC: R499	1.000000	LOT		

**Extended Description:****Reference Line:** 281P2250003 - 0001**Pricing Options:** Base 0001

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	Contract Access Fee - Base  Period  Labor Hours  PSC: R499	1.000000	LOT		

**Extended Description:****Reference Line:** 281P2250003 - 0001**Pricing Options:** Base 0001

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	Labor (Task 1) - Option Period 1  Labor Hours  PSC: R499	1.000000	LOT		

**Extended Description:****Reference Line:** 281P2250003 - 0001**Pricing Options:** Option 0001

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	Labor (Tasks 2-9) - Option  Period 1	1.000000	LOT		

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Labor Hours PSC: R499				

**Extended Description:****Reference Line:** 281P2250003 - 0001**Pricing Options:** Option 0001

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	Contract Access Fee - Option Period 1 Labor Hours PSC: R499	1.000000	LOT		

**Extended Description:****Reference Line:** 281P2250003 - 0001**Pricing Options:** Option 0001

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	Labor (Task 1) - Option Period 2 Labor Hours PSC: R499	1.000000	LOT		

**Extended Description:****Reference Line:** 281P2250003 - 0001**Pricing Options:** Option 0001

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	Labor (Tasks 2-9) - Option Period 2 Labor Hours PSC: R499	1.000000	LOT		

**Extended Description:****Reference Line:** 281P2250003 - 0001**Pricing Options:** Option 0001

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2003	Contract Access Fee - Option Period 2 Labor Hours PSC: R499	1.000000	LOT		

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	<b>Extended Description:</b>				
	<b>Reference Line:</b> 281P2250003 - 0001				
	<b>Pricing Options:</b> Option 0001				
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	Labor (Task 1) - Option Period 3  Labor Hours  PSC: R499	1.000000	LOT		
	<b>Extended Description:</b>				
	<b>Reference Line:</b> 281P2250003 - 0001				
	<b>Pricing Options:</b> Option 0001				
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3002	Labor (Tasks 2-9) - Option Period 3  Labor Hours  PSC: R499	1.000000	LOT		
	<b>Extended Description:</b>				
	<b>Reference Line:</b> 281P2250003 - 0001				
	<b>Pricing Options:</b> Option 0001				
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3003	Contract Access Fee - Option Period 3  Labor Hours  PSC: R499	1.000000	LOT		
	<b>Extended Description:</b>				
	<b>Reference Line:</b> 281P2250003 - 0001				
	<b>Pricing Options:</b> Option 0001				

**TASK ORDER REQUEST (TOR)**  
**RFQ 1333BJ22Q00280020**  
**Virtual DaaS (Data as a Service) Support**



**Issued under:**

**The General Services Administration (GSA) 8(a) Streamlined Technology Acquisition  
Resources for Services (STARS) III Government-wide Acquisition Contract (GWAC)**

**Conducted under Federal Acquisition Regulation (FAR) 16.505**

**February 2, 2022**

## SECTION B – SERVICES AND PRICES

### **B.1 GENERAL**

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic Contract, under which the resulting TO will be placed.

### **B.2 CONTRACT ACCESS FEE (CAF)**

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the 8(a) STARS III base contract, the CAF shall be 0.75 percent of the total TO value. This TO shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO award. Offerors shall identify CAF as a separate CLIN within their proposal submission.

### **B.3 ORDER TYPES**

The contractor shall perform the effort required by this TO on a Labor Hour (LH) basis for mandatory CLIN X001 and X002. The work shall be performed in accordance with all Sections of this TO and the offeror's Basic Contract, under which the resulting TO will be placed.

### **B.4 SERVICES AND PRICES**

Long-distance travel is not anticipated for this effort and will not be reimbursed. Local travel will not be reimbursed, this includes commuting expenses such as but not limited to parking, transit subsidies, etc..

The following abbreviations are used in this price schedule:

CAF	Contract Access Fee
CLIN	Contract Line Item Number
LH	Labor-Hour
NSP	Not Separately Priced
NTE	Not-to-Exceed
QTY	Quantity

#### **B.4.1 BASE PERIOD:**

#### **MANDATORY LABOR CLIN**

CLIN	Description	Total Hours	Total NTE Ceiling
0001	Labor (Tasks 1)		\$
0002	Labor (Tasks 2-9)		\$

Labor Category	Hourly Rate

SECTION B – SERVICES AND PRICES

**CONTRACT ACCESS FEE**

CLIN	Description		Total Ceiling Price
0003	Contract Access Fee	NTE	TBD

**TOTAL BASE PERIOD CLINs:** \$ \_\_\_\_\_

**B.4.2 OPTION PERIOD ONE:**

**MANDATORY LABOR CLIN**

CLIN	Description	Total Hours	Total NTE Ceiling
1001	Labor (Tasks 1)		\$
1002	Labor (Tasks 2-9)		\$

Labor Category	Hourly Rate

**CONTRACT ACCESS FEE**

CLIN	Description		Total Ceiling Price
1003	Contract Access Fee	NTE	TBD

**TOTAL OPTION PERIOD ONE CLINs:** \$ \_\_\_\_\_

**B.4.3 OPTION PERIOD TWO:**

**MANDATORY LABOR CLIN**

CLIN	Description	Total Hours	Total NTE Ceiling
2001	Labor (Tasks 1)		\$
2002	Labor (Tasks 2-9)		\$

Labor Category	Hourly Rate

**CONTRACT ACCESS FEE**

CLIN	Description		Total Ceiling Price
2003	Contract Access Fee	NTE	TBD



SECTION B – SERVICES AND PRICES

**TOTAL OPTION PERIOD TWO CLINs:** \$ \_\_\_\_\_

**B.4.4 OPTION PERIOD THREE:**

**MANDATORY LABOR CLIN**

CLIN	Description	Total Hours	Total NTE Ceiling
3001	Labor (Task 1)		\$
3002	Labor (Task 2-9)		\$

Labor Category	Hourly Rate

**CONTRACT ACCESS FEE**

CLIN	Description		Total Ceiling Price
3003	Contract Access Fee	NTE	TBD

**TOTAL OPTION PERIOD THREE CLINs:** \$ \_\_\_\_\_

**GRAND TOTAL ALL CLINs:** \$ \_\_\_\_\_

**B.5 SECTION B TABLES**

**B.5.1 LABOR-HOUR (LH) LABOR MIX AND LEVEL OF EFFORT**

The labor mix and level of effort specified in the contractor's proposal and incorporated into this TO are for estimation purposes. The contractor may reallocate, with prior written approval of the Contracting Officer's Representative (COR), the number of hours by labor category within the labor CLIN as needed to effectively manage the requirements, provided the total funded labor cost and total hours are not exceeded. **Any additional labor categories or increases to total hours or increases to ceilings required during performance must be approved by the Contracting Officer (CO) and added to the TO by modification.**

## **C.1 BACKGROUND**

The US Patent and Trademark Office (USPTO), headquartered in Alexandria, Virginia – with regional offices in Detroit, Michigan; Denver, Colorado; Dallas, Texas; and San Jose, California – is an independent operating agency within the Department of Commerce, subject to the policy direction of the Secretary of Commerce.

The USPTO accomplishes its statutory requirements and mission through the production-oriented and corporate support work of almost 13,000 federal employees, with about 75 percent of those employees accomplishing their work in accordance with specific workload production standards. As a production-oriented Agency, the USPTO relies upon its IT as a mission-critical enabler for every aspect of its operation. The quality, efficiency, and productivity of patent and trademark operations correlate to the performance of their IT systems.

### **Vision for the USPTO IT Program**

The USPTO IT Program is centralized and administered by the Office of the Chief Information Officer (OCIO). The USPTO is seeking contractor support to enable an IT transformation journey with customer business value at the heart of its decisions and actions. There is a difficult balance along this transformation journey because while modernizing its IT systems, the USPTO must ensure mission operations continue by maintaining and operating over 270 legacy systems with almost 99.7% systems uptime. In addition, while the OCIO has its sights set on transitioning to a modern cloud environment, it must continue to employ around 1,900 physical servers and 9,600 virtual servers to support its IT program.

### **OCIO's Pillars of Change**

Recognizing the need to better serve its customers, the OCIO has invested nearly two years in an extensive self-assessment and change initiative to improve the efficiency and effectiveness of IT delivery with three pillars: stabilization, modernization, and new ways of working.

- **Stabilization.** The OCIO will continue to stabilize, maintain, and operate legacy systems, only performing legacy enhancements when necessary to facilitate the USPTO mission.
- **Modernization.** USPTO aims to modernize its IT solutions to realize the benefits of new design approaches, features, and functionalities like modular builds, loose coupling, micro-services, containers, cybersecurity resilience, access controls, and disaster recovery. Modern solutions must be future-ready, adaptable, resilient, and responsive to changing business needs, like a shift away from on premise infrastructure to cloud architecture, which may include hybrid cloud services (e.g., a mix of on premise, private and/or public cloud services).
- **New Ways of Working.** The USPTO has recommitted to agile principles and practices for IT delivery. The USPTO's focus is on empowered resources who can research, assess, and make decisions on how to advance from concept to delivery. The new ways of working aim to drive collective purpose, efficiency, and faster time-to-delivery.

- **Strong Industry Partnerships.** The USPTO OCIO seeks technical capability along with innovative concepts, methodologies, and industry best practices to stabilize and modernize its IT solutions while maturing its new ways of working. A strong industry partner must have insights into more than one possible solution to a problem and how to objectively weigh pros and cons for the government's interests and priorities.
- **Methodologies that Lead to Success.** USPTO aims for greater adoption of DevSecOps principles and practices. Deliver software-as-a-service on cloud platforms and design-build methodologies that account for data needs (e.g., secure data capture, collection, storage, and management) are also elements of the future state vision.

## **USPTO IT Product Catalog**

The USPTO's IT Product Catalog currently has 30 products aligned to one of four product lines: Patent Product Line, Trademark Product Line, Enterprise Business Product Line, and Enterprise Infrastructure Product Line. Each product is comprised of both legacy systems that the USPTO is stabilizing, maintaining, and operating and modern solutions that are being planned, in progress, or in production. The USPTO has prepared initial product roadmaps with prioritized epics for each of the 30 products within the four product lines.

### **C.1.1 PURPOSE**

The purpose of this requirement is to secure support services to make data readily available for quickly delivering modernized products to serve USPTO customers. Time and resources spent on data preparation account up to 1/3 of the overall product development testing effort. This is due to the limited capability of reusable test data, data interdependency, data inconsistency among environments, and lack of test data to validate the builds in Continuous Integration Continuous Delivery (CICD) pipeline. The availability, quality and readiness of data is critical for delivering a quality product.

The contractor will provide subject matter expertise to USPTO's requirement to provision right data at right time to enable testing early, often and faster. The availability and readiness of test data is critical for delivering a quality product. Right data at right time is required for all aspects of development, testing and other cross-functional teams. USPTO is adopting the New Ways of working (NWOW).

### **C.1.2 AGENCY MISSION**

The mission of USPTO is to ensure that the intellectual property system contributes to a strong global economy, encourages investment in innovation, and fosters entrepreneurial spirit. This task order will support USPTO in executing their mission.

## **C.2 SCOPE**

The scope of this procurement is to provide integration and implementation of the Virtual DaaS solution to USPTO products across all product lines. Enable solution usage at the enterprise level, integrate and automate the solution into CICD pipeline, build a self-service portal for software as a service, document implementation and compliance requirements, and support

USPTO internal Virtual DaaS customers Provision right data at right time to enable testing early, often and faster across all product lines as needed.

The contractor must provide automation test engineers that have the skills needed to deliver business value each sprint or iteration and individual products to achieve desired KPIs and performance metrics. It is important to note that in addition to collaborative team dynamics, automation test engineers integrated into Agile teams shall work with other teams, and vendors, within and across product lines to successfully deliver integrated solutions that achieve USPTO's goals. Scope of testing and approach are defined by product teams in accordance with NWOW and DevSecOps model. It includes but not limited to database testing, functional testing, interface testing, software compatibility testing (SCT), user acceptance testing, regression testing, end-to-end testing, testing in the cloud, performance testing, stress testing, load testing, volume testing, mobile testing, cross-browser testing, Section 508 testing, and any other type of testing that is required for successful delivery of products.

### **C.3 OBJECTIVE**

The objective of this procurement is to provide efficient and cost effective Virtual DaaS Support services to drive effectiveness and deliver on a key USPTO metric of “delivering business value to our customers, frequently, predictably, and with high quality”. The goal is to provide the services required to allow USPTO the ability to fluctuate demand from product teams, utilize comprehensive and objective metrics that provide accountability with consistent and transparent measures and minimize resource requirements and operational costs with management practices and technologies that maximize operational efficiencies.

USPTO objectives include but not limited to the following:

- Reduce storage growth driven by copy data and business requirements
- Virtual Databases Delivered to developers in minutes
- Deliver significant savings through storage reclamation and growth spend avoidance
- Provision virtual snapshots in minutes for Test/Dev, Labs/Training & integrate with Orchestration / configuration mgmt. tools like Chef, Puppet & Ansible
- Enable the use of multiple cloud providers when USPTO is ready
- Manage data on premise and in multiple cloud providers via a single solution – when ready
- Achieve and retain ATO

### **C.4 TASKS**

The Contractor shall perform all technical requirements described below. Overall, the USPTO requires delivery of software for agency business value, on a consistent basis, with low defect rates, and maintain product uptime requirements. The technical/functional areas are not all-encompassing as the sample tasks and outcomes performance questions may shift as USPTO partners learn by doing. The contractor is expected to continue to add value to USPTO Virtual

DAAS implementation across all product lines and keep abreast of the latest emerging technologies, methodologies, and solutions.

#### **C.4.1 TASK 1 – PROVIDE PRODUCT MANAGEMENT SUPPORT**

The contractor shall identify a Product Manager (PM) to serve as the Government's primary Point of Contact (POC). The PM shall provide overall management and guidance for all contractor personnel assigned to the TO including assigning tasks to contractor personnel, supervising on-going technical efforts, and managing overall TO performance.

##### **C.4.1.1 SUBTASK 1 – COORDINATE A KICK-OFF MEETING**

The contractor shall schedule and coordinate a virtual Kick-Off Meeting no later than ten (10) business days after contract date of award. The meeting will provide an introduction between contractor and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security requirements, and reporting procedures as needed. At a minimum, the attendees shall include all contractor Key Personnel, the USPTO Contracting Officer's Representative (COR), Product Owner/System Owner and Task Order Manager (TOM).

Upon request and by the direction of the TOM, the Contractor must provide meeting agendas and meeting preparation material no later than two (2) hours prior to a scheduled meeting, 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 Product Owner). Meeting requirements will be specified at a later date.

The Contractor must 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.

##### **C.4.1.2 SUBTASK 2 – PREPARE A WEEKLY STATUS REPORT (WSR)**

The contractor shall develop and provide a WSR (Section F, Deliverable 02). The WSR shall include the following:

- a. Progress updates;
- b. TO schedule updates;
- c. List of required Government actions; and
- d. Other Administrative Reports as needed.

The contractor shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the COR within one workday following the meeting. The meeting agenda/deck shall be available no later than (NLT) two hours prior to the meeting (Section F, Deliverable 05).

#### **C.4.1.3 SUBTASK 3 – MONTHLY STATUS REPORT (MSR)**

The contractor shall develop and provide multiple reports as part of MSR (Section F, Deliverable 03). The MSR shall include the following:

- a. Activities during reporting period, by task (include on-going activities, new activities, and activities completed, and progress to date on all above mentioned activities). Each section shall start with a brief description of the task. Government actions required;
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them;
- c. Accumulated invoiced cost (to include hours) for each CLIN up to the previous month; and
- d. Projected cost (to include hours) of each CLIN – burn down reports for the task order.
- e. Contractor Actual A Reports (Refer to Section J, Attachment B; PTO-37 USPTO Invoices, Vendor Portal (October 2018) AND pto-39, contractor Reporting of Actual Expenditures/Deliverables, Vendor Portal (October 2018) and <https://www.uspto.gov/about-us/vendor-information/vendor-portal-information>).
- f. Contractor Actual B reports (Refer to Section J, Attachment B; PTO-37 USPTO Invoices, Vendor Portal (October 2018) AND pto-39, contractor Reporting of Actual Expenditures/Deliverables, Vendor Portal (October 2018) and <https://www.uspto.gov/about-us/vendor-information/vendor-portal-information>).
- g. Invoices
- h. Hourly raw file reports in the required USPTO format (provided after the award).
- i. Other Administrative Reports as needed.

The contractor shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the COR within one workday following the meeting. The meeting agenda/deck shall be available no later than (NLT) two hours prior to the meeting (Section F, Deliverable 05).

#### **C.4.1.5 SUBTASK 5 – TRANSITION-OUT**

As the USPTO prepares to complete tasks with the assistance of a Contractor, it desires to preserve the knowledge that the Contractor has amassed. Throughout the duration of the contract, the Contractor must implement a continuing knowledge transfer program to the USPTO to ensure that the USPTO does not lose this valuable information and data. This may be in addition to the requirements for the documentation required under the DevSecOps Life Cycle.

The contractor shall provide Transition-Out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO. The contractor shall provide a draft Transition-Out Plan within one month of Project Start (PS) (Section F, Deliverable 06). The Government will work with the contractor to finalize the Transition-Out Plan in accordance with Section F, Deliverable 06.

The Contractor must ensure all development efforts are performed on the CICM platform with frequent, daily source code check-ins to Subversion. All documentation marked as Configurable Items (CI's) per the Enterprise Configuration Management Plan (CMP) will be checked into the CM repository on a daily basis or as required. CICM platform will be utilized for all testing efforts with active monitoring of Jenkins and Sonar for code quality and quality assurance. USPTO must be able to reproduce all production systems from the CM repository.

In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Product management processes
- b. Points of contact
- c. Location of technical and product management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate contractor to contractor coordination to ensure a seamless transition
- f. Schedules and milestones
- g. Actions required of the Government

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

#### **C.4.2 TASK 2 – INTEGRATION OF VIRTUAL DaaS IN PRODUCT DEVELOPMENT ACROSS ALL PRODUCT LINES**

##### **Deliverables: (Section F, Deliverables 11,12, 13-32)**

The contractor shall provide the following:

- Integrate and implement the solution for USPTO products across all product lines.
- Enable/promote Virtual DaaS solution usage at the enterprise level.
- Integrate and automate the solution into CICD pipeline.
- Build a self-service portal for software as a service.
- Provision right data at right time to enable testing early, often and faster across all product lines as needed.
- Integrate into Agile teams must work with other teams, and vendors, within and across product lines to successfully deliver integrated solutions that achieve USPTO's goals.
- Maintain the Virtual DaaS which must deliver significant savings through storage reclamation and growth spend avoidance.
- Provision virtual workloads in minutes for Test/Dev, Labs/Training & integrate with Orchestration / configuration mgmt. tools like Chef, Puppet & Ansible.
- Enable the Virtual DaaS system use of multiple cloud providers as required.
- Manage data on-premise and in multiple cloud providers via a single solution as required.

- Make right data available and make data available for all aspects of development, testing and other cross-functional teams.
- Provide a Corrective Action Plan

#### **C.4.3 TASK 3 – IMPLEMENTATION AND INTEGRATION OF VIRTUAL DaaS REPLICATION SOLUTION**

##### **Deliverables: (Section F, Deliverables 11, 13-32)**

The contractor shall provide the following:

- Collaboratively and actively with team and customers in agile environment.
- Create and analyze user stories and/or requirements as data replication service defined by an Agile team.
- Implement data replications services.
- Analyze critically current implementation of replication solution and list the challenges and steps for improvements.
- Implement the solution such as configuration & troubleshooting for test data management.
- Implement the solution for a different types of databases such as RDBMS, NoSQL, cloud DBs, and others as needed across USPTO product lines.
- Develop Technical documentation such as System Design Document (SDD), Operating Support Procedures (SOP) and any other type of documentation as required by Agile Delivery Office, Agile team, and OCIO standards.

#### **C.4.4 TASK 4 – COMMUNICATION AND REQUIREMENT**

##### **Deliverables: (Section F, Deliverables 11, 13-32)**

The contractor shall seek guidance and take proactive measures to investigate any issue resolution paths and carry through in compliance with USPTO policies, procedures according to organization structure in the New Ways of Working (NWOW).

The contractor shall constantly communicate and collaborate with team members and stakeholders internal or external to the Virtual DaaS product team on all matters related to Virtual DaaS product team's mission.

The contractor shall analyze requirements or use cases as defined by Virtual DaaS team and convert them to Work Items (Epics, Features, or User Stories) in the system of record (Rally).

#### **C.4.5 TASK 5 – IMPLEMENTATION, OPERATION AND CUSTOMER SERVICES**

##### **Deliverables: (Section F, Deliverables 11, 13-32)**



The contractor shall work independently or alongside Virtual DaaS team members to support all aspects of Virtual DaaS integration with USPTO product teams' development, operation and maintenance activities.

The contractor shall support implementation of the team backlog which includes Epics, Features, User Stories and other similar and related team backlogs.

The contractor shall complete the implementation to the best of its ability of assigned work items in the timeframe as estimated in the system of record (e.g. Rally) and understood by the Virtual DaaS team. The contractor shall communicate proactively and as early as possible to the Virtual DaaS Product Owner (PO) and Technical Leads (TL) of any current or foreseen impediments, resolution options, and completion schedule adjustment, if any.

The contractor shall implement, maintain and enhance the capability of automated virtual data provisioning utilizing API (e.g. Actifio API) programmatically, with or without a self-service web portal or tools used in the CI/CD pipeline build process.

The contractor shall contribute in the scoping and planning of Virtual DaaS self-service portal with the goal of providing the capability to virtual data users to manage all tasks of virtual data provisioning and user management for their own organizations (e.g. a product team).

The contractor shall build the Virtual DaaS self-service web portal in stages to support manual, automated and CI/CD pipeline.

The contractor shall support Virtual DaaS COTS product operation and maintenance activities, including issue investigation and resolution need occurred during these activities, such as upgrade or hot fixes.

#### **C.4.6 TASK 6 – DOCUMENTATION AND COMPLIANCE**

##### **Deliverables: (Section F, Deliverables 11, 13-32)**

The contractor shall draft or assist in drafting or updating all Virtual DaaS related, and similar and related documents, for example, for the purposes of obtain and retain ATO, enterprise technology cataloging, system design, configuration management, standard operation procedure, implementation plan, test plan, etc. The contractor shall follow, document, and implement compliance dictated processes and procedures.

#### **C.4.7 TASK 7 – PHASED ADOPTION AND APPROACH FOR DaaS & DISASTER RECOVERY (DR)**

Data as a Service Strategy is constructed to be a phased approach due to the complex interdependencies of process interactions, technical capabilities and support entities within the USPTO landscape.

##### **Deliverables: (Section F, Deliverables 11, 13-32)**

The contractor must

- Define the Data as a Service Strategy, High-Level Roadmap for solution components & ROI/CBA
- Identifying and interviewing core stakeholders involved in end-to-end processes
- Reviewing the current process interactions, configuration of environments & data, support team alignment, KPI & artifacts to interdependencies across processes
- Identifying the opportunities for improvements along with recommendations for Planning and Solution Design phase

#### **C.4.8 TASK 8 – AUTOMATED TESTING**

**Deliverables: (Section F, Deliverables 7, 8, 9, 10, 11, 13-32)**

The contractor shall conduct all aspects of testing with a focus in the areas of functional, unit, integration, performance, load, stress, and resiliency, security, regression, usability, database testing, interface testing, software compatibility testing (SCT), end-to-end testing, testing in the cloud, mobile testing, cross-browser testing, Section 508 testing, user acceptance testing support and any other testing as needed. Scope of testing and approach may vary as defined by product teams in accordance with NWOW and DevSecOps model (Section F, Deliverable 09).

Testing scenarios shall be developed in a collaborative Agile team environment to enable the most robust test cases needed to ensure quality, security, performance, usability and scalability of the delivered solution (Section F, Deliverable 10).

The contractor shall create automation of test cases required to reduce the number of test cases run manually, improve testing time, and increase test coverage. Automated testing shall support and enable USPTO's goal of moving teams to DevSecOps (Section F, Deliverable 09).

The contractor shall create test cases designed, defined, developed, updated and implemented by cross-skilled resources (Section F, Deliverable 10). The purpose of the test cases shall be to identify, document, track, mitigate, manage, and resolve all defects discovered during testing.

That outcome shall be testing to inform continuous improvement processes to reduce the overall defect rate and improve software development, as well as product usability, stability, and value delivery.

The contractor shall create manual test methods that are used in only rare and very limited circumstances when automation can't be achieved.

#### **C.4.9 TASK 9 – DESIGN, IMPLEMENTATION, OPERATION AND CUSTOMER SERVICES**

**Deliverables: (Section F, Deliverables 11, 13-32)**

## SECTION C –STATEMENT OF WORK

The contractor shall conduct research investigation to implement Virtual DaaS cloud migration and implementation in compliance with USPTO cloud implementation procedures and standards. The contractor shall apply industry best practices to deliver value during daily work in implementation, operation and customer services.

The contractor shall work independently or alongside Virtual DaaS team members to support all aspects of Virtual DaaS integration with USPTO product teams' development, operation and maintenance activities.

The contractor shall implement, maintain and enhance the capability of automated virtual data provisioning utilizing API (e.g. Actifio API) programmatically, with or without a self-service web portal or tools used in the CI/CD pipeline build process.

The contractor shall contribute in the scoping and planning of Virtual DaaS self-service portal with the goal of providing the capability to virtual data users to manage all tasks of virtual data provisioning and user management for their own organizations (e.g. a product team).

The contractor shall build the Virtual DaaS self-service web portal progressively to support manual, automated and CI/CD pipeline.

The contractor shall support Virtual DaaS COTS product operation and maintenance activities, including issue investigation and resolution need occurred during these activities, such as upgrade or hot fixes.

SECTION D - PACKAGING AND MARKING

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## SECTION E - INSPECTION AND ACCEPTANCE

### **E.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the USPTO COR and USPTO TOM.

### **E.2 BASIS OF ACCEPTANCE**

The basis for acceptance shall be in compliance with the requirements set forth in the TO, the contractor's proposal, and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

### **E.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within 10 workdays of the rejection notice. If the deficiencies cannot be corrected within 10 workdays, the contractor shall immediately notify the USPTO COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will withhold the fixed price until the non-conforming products or services are remediated.

## SECTION F – DELIVERIES OR PERFORMANCE

### **F.1 PERIOD OF PERFORMANCE**

The period of performance for this TO is a one twelve month base period and one twelve month option period

Base Period: TBD at award  
Option Period One: TBD at award  
Option Period Two: TBD at award  
Option Period Three: TBD at award

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

The government anticipates that the work will be performed at the contractor site, federal government site, or a hybrid of both. The contractor must provide on premise and off-premise Labor Rates.

On-site location unless otherwise specified by the government:

USPTO Headquarters  
600 Dulany Street  
Alexandria, Virginia 22314

Remote work may be authorized with advance notice and approval from the COR, CO, or TOM on a case-by-case basis. All necessary USPTO IT security approvals must be met prior to any change, and work must be conducted in accordance with the latest, applicable USPTO remote work policies.

### **F.3 TASK ORDER SCHEDULE AND MILESTONE DATES**

The contractor must provide a list or chart any anticipated deliverables (such as reports and/or products) into a schedule both during the period of performance and at completion of the contract. The contractor must itemize all other deliverables, due dates, and delivery methods necessary to supplement their proposed approach.

At a minimum, the following schedule of milestones will be used to monitor timely progress on this contract. Deliverables identified in the table below must be submitted in electronic format for review and feedback. All copies should be submitted in a format that is compatible with Microsoft Office or other USPTO approved software and are subject to government review and acceptance from the COR/TOM. Frequency of the submission is subject to change based on the need by COR/TOM.

Item Number	Deliverable	Delivery Date(s)	Deliverable Recipient	Requirement Reference
1	Kick-off meeting(s)	USPTO personnel to schedule no later than (NLT) ten (10) business days after award or as requested	CO/COR/TOM	C.4.1.1

## SECTION F – DELIVERIES OR PERFORMANCE

Item Number	Deliverable	Delivery Date(s)	Deliverable Recipient	Requirement Reference
2	Weekly Status Report	The first calendar day of each week	CO/COR/TOM	C.4.1.2
3	Monthly Status Report	The 10 <sup>th</sup> calendar day of each month	CO/COR/TOM	C.4.1.3
4	Hourly reports, Actual A, Actual B, Invoices, Raw file etc.	As required by USPTO in the format provided after the award	CO/COR/TOM	C.4.1.3
5	Meeting Agendas, Minutes, Action Items, monthly vendor meetings	Meeting Minutes and Action Items - NLT one (1) business day after meeting.  Agenda/Decks available NLT two (2) hours prior to meeting	TOM Other USPTO staff as required	C.4.1.2, C.4.1.3
		.		
6	Transition Plan	As Required	TOM Other USPTO staff as required	C.4.1.5
7	Automated Test Code and associated data	As Required	TOM Other USPTO staff as required	C.4.8
8	Test Plans, Data, Script and Results	As Required	TOM Other USPTO staff as required	C.4.8
9	Root Cause Analysis and Remediation Report	As Required	TOM Other USPTO staff as required	C.4.8
10	Remediation Plan	As Required	TOM Other USPTO staff as required	C.4.8
11	Virtual Data Provision Programmatically using Virtual Data System API	As per road map and time boxes (i.e. Iteration, Release, or designated deadline dates) agreed and committed by the Virtual DaaS product team. Provision using technologies that is compatible with USPTO CI/CD pipeline tools	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
12	End User Self-Service Web Portal	As per road map and time boxes (i.e. Iteration, Release, or designated deadline dates) agreed and committed	Virtual DaaS team PO, TL, SM, and TM	C.4.2

## SECTION F – DELIVERIES OR PERFORMANCE

Item Number	Deliverable	Delivery Date(s)	Deliverable Recipient	Requirement Reference
		by the Virtual DaaS product team. Functional web site fulfilling end user data needs from Virtual DaaS system		
13	ATO required documentations	As per time boxes (i.e. Iteration, Release, or designated deadline dates) agreed and committed by the Virtual DaaS product team. The initial and subsequent annual ATO review needed updates for all required documentations, wherever applicable, such as but not limited to: FIPS-199, SSPP, SIA, ETA, PTA, PIT, SSD, DOSP, PIP, Contingency Plan (CP), Configuration Management Plan (CMP),	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
14	Agile ceremonies, NWOW, DevSecOps	Iteration Planning ceremony, or as agreed and committed by the Virtual DaaS product team. Complete work items (User Stories, Defects, Acceptance Criteria and other related items) in Rally and/or other Agile repositories	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
15	Technical Issue Report & Logging	Within a business day. In Rally as work items (User Stories or Defects and fulfilling Acceptance Criteria (AC), and other items)	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
16	Technical Issue Resolution	As per time boxes (i.e. Iteration, Release, or designated deadline dates) agreed and committed by the Virtual DaaS product team. In Rally as work items (User Stories or Defects and fulfilling Acceptance Criteria (AC), and other items)	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
17	Support and Maintain Virtual DaaS System, Self-Service Web Portal and Tools as Documented in Rally	As per time boxes (i.e. Iteration, Release, or designated deadline dates) agreed and committed by the Virtual DaaS product team. In Rally as work items for Virtual DaaS system/components upgrade, patch/hot fix, service request, COTS vendor ticket filing, follow-up, resolution and closure.	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
18	Customer Support on Virtual DaaS System	As per time boxes (i.e. Iteration, Release, or designated deadline dates) agreed and committed by the Virtual DaaS product team. In Rally as work items (User Stories or Defects and fulfilling Acceptance Criteria (AC), and other items)	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
19	Actifio GO Migration	March 31, 2022. In a hybrid cloud configuration in compliance with USPTO cloud integration roadmap and strategy requirements	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9



## SECTION F – DELIVERIES OR PERFORMANCE

Item Number	Deliverable	Delivery Date(s)	Deliverable Recipient	Requirement Reference
20	Solution implementation Roadmap	Provide road map and release plans as needed by the stakeholders	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
21	Solution Implementation Roadmap	Functional API scripts that integrates virtual data provisioning in Product delivery DevSecOps CICD pipeline	Virtual DaaS team PO, TL, SM, and TM	C.4.9, C4.2 through C4.8
22	Solution implementation Roadmap	Full functional self-service web portal as specified	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
23	Solution implementation Roadmap	Fulfill business product team Virtual DaaS adaption plan specified in road map	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
24	Solution implementation Roadmap	Fulfill business product team Virtual DaaS adaption plan specified in road map	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
25	Solution implementation Roadmap	Implementation plan on cloud integration of Virtual DaaS system	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
26	Solution implementation Roadmap	Functional cloud integration of Virtual DaaS system	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
27	Solution implementation Roadmap	Continued fulfillment of business product team Virtual DaaS adaption plan specified in road map	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
28	Solution implementation Roadmap	Continued fulfillment of functional self-service web portal as specified	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
29	Solution implementation Roadmap	Improved functional cloud integration of Virtual DaaS system	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
30	Solution implementation Roadmap	Continued and improved fulfillment of business product team Virtual DaaS adaption plan specified in road map	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9
31	Solution implementation Roadmap	Optimized functional cloud integration of Virtual DaaS system	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9

## SECTION F – DELIVERIES OR PERFORMANCE

Item Number	Deliverable	Delivery Date(s)	Deliverable Recipient	Requirement Reference
32	Solution implementation Roadmap	Continued and optimized fulfillment of business product team Virtual DaaS adaption plan specified in road map	Virtual DaaS team PO, TL, SM, and TM	C.4.2 through C.4.9

### **F.5 PLACE(S) OF DELIVERY**

Copies of all deliverables shall be delivered to the USPTO COR and TOM at the following address:

Contracting Officer's Representative (COR) for this TO:

Joshua Lopez  
Office of the Chief Information Officer  
US Patent and Trademark Office  
600 Dulany Street  
Alexandria, VA 22314  
Email: [joshua.lopez@uspto.gov](mailto:joshua.lopez@uspto.gov)

Task Order Manager for this TO:

Srinivas Repala  
Office of the Chief Information Officer  
US Patent and Trademark Office  
600 Dulany Street  
Alexandria, VA 22314  
Email: [srinivas.repala@uspto.gov](mailto:srinivas.repala@uspto.gov)

### **F.6 NOTICE REGARDING LATE DELIVERY**

The contractor shall notify the COR as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include the rationale for late delivery, the expected date for the delivery, and the impact of the late delivery. The COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

## **G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The CO appointed a COR in writing through a COR Appointment Letter (Section J, Attachment A). The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO.

### **G.1.1 CONTRACT ADMINISTRATION**

The Contracting Officer (CO) for this TO:

Dennis D. Johnson  
Contracting Officer  
Office of Procurement  
US Patent and Trademark Office  
600 Dulany Street  
Alexandria, VA 22314  
Telephone: (571) 270-1194  
Email: dennis.johnson@uspto.gov

Contracting Officer’s Representative (COR) for this TO:

Joshua Lopez  
Office of the Chief Information Officer  
US Patent and Trademark Office  
600 Dulany Street  
Alexandria, VA 22314  
Telephone: (571) 272-4268  
Email: joshua.lopez@uspto.gov

## **G.2 INVOICE SUBMISSION**

The contractor must submit Requests for Payments in accordance with Patent and Trademark Office (PTO) 37, USPTO INVOICES, VENDOR PORTAL (OCT 2018), to be considered proper for payment (Section J, Attachment B).

The Contractor must 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.

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

## SECTION G – CONTRACT ADMINISTRATION DATA

services.

### **G.2.1 LABOR HOUR CLINs**

The contractor may invoice monthly on the basis of hours incurred for the LH CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date.

## **H.1 KEY PERSONNEL**

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO.

Senior Database Administrator (DBA)

Senior Software Developer, Applications & Systems Software

Subject Matter Expert (SME) – Software Developer, Applications & Systems Software

### **H.1.1 SENIOR DBA**

5+ years of experience as a Database Administrator described in Non-Key personnel section

### **H.1.2 SENIOR SOFTWARE DEVELOPER, APPLICATIONS & SYSTEMS SOFTWARE**

5+ years of experience as a Journeyman Software Developer, Applications and System Software described in Non-Key personnel section.

### **H.1.3 SME - SOFTWARE DEVELOPER, APPLICATIONS & SYSTEMS SOFTWARE**

- 5+ years of experience as a Subject Matter Expert in test data management solution implementation. Expert working technical knowledge in test data management implementation i.e. configuration, troubleshooting etc. using solutions such as Actifio
- 5+ years of experience in databases such as RDBMS, NoSQL to implement Actifio solution or similar solution set for test data management and beyond.
- 5+ years of experience in Actifio APIs (integration with other tools such as Jenkins...) or similar API programming
- Experience in technical documentation writing such as System Design Document (SDD), Operating Support Procedures (SOP) etc.
- Basic working knowledge with OS such as Linux, Windows, Shell scripts etc.
- Must be willing to learn, proactively initiate tasks and complete them as scheduled. Must be able to work collaboratively and actively with team and customers in agile environment
- Agile / Scrum / Kanban
- Micro-service architecture
- Cloud paradigms (IaaS, PaaS, FaaS, CaaS) / Serverless design
- CI/CD pipeline

### **H.1.4 KEY PERSONNEL SUBSTITUTION**

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the CO. Prior to utilizing other than the Key Personnel specified in its proposal in response to the TOR, the contractor shall notify the CO and the COR of the existing TO. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel qualifications shall be equal to, or greater than, those of the Key Personnel substituted. If the CO and the COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination.

## **H.2 NON-KEY PERSONNEL**

The following are the minimum non-key personnel. The Government does not intend to dictate the composition of the ideal team to perform this TO.

Database Administrator (DBA)

Journeyman Software Developer, Applications and System Software Testing Engineer

Senior Testing Engineer

### **H.2.1 DBA**

- 5+ years of experience in database administration, information technology, database architecture, or a related field
- Experience in databases such as RDBMS, NoSQL to implement Actifio solution or similar solution set for test data management and beyond.
- Working knowledge with OS such as Linux, Windows, Shell scripts etc.
- Must be willing to learn, proactively initiate tasks and complete them as scheduled. Must be able to work collaboratively and actively with team and customers in agile environment
- Agile / Scrum / Kanban
- Micro-service architecture
- Cloud paradigms (IaaS, PaaS, FaaS, CaaS) / Serverless design
- CI/CD pipeline

### **H.2.2 Journeyman Software Developer, Applications and System Software**

- 5+ years of experience in front end development, Back end development, Database, Server, API, and version controlling systems.
- experience in Actifio APIs (integration with other tools such as Jenkins...) or similar API programming
- Experience in technical documentation writing such as System Design Document (SDD), Operating Support Procedures (SOP) etc.
- Basic working knowledge with OS such as Linux, Windows, Shell scripts etc.
- Must be willing to learn, proactively initiate tasks and complete them as scheduled. Must be able to work collaboratively and actively with team and customers in agile environment
- Agile / Scrum / Kanban
- Micro-service architecture
- Cloud paradigms (IaaS, PaaS, FaaS, CaaS) / Serverless design
- CI/CD pipeline

### **H.2.3 TESTING ENGINEER**

5+ years of experience in one or more types of testing skills required to perform. Types of testing skill required may differ based on the need. Automation testing skills are required in one or more areas but not limited to database testing, functional testing, interface testing, integration testing, software compatibility testing, user acceptance testing, regression testing, end-to-end testing, testing in the cloud, performance testing, load testing, mobile testing, cross-browser testing and Section 508 testing, application failover recovery testing, disaster recovery testing, or other types of testing

### **H.2.4 SENIOR TESTING ENGINEER**

5+ years of experience as a Test Engineer described in Non-Key personnel section

## **H.3 CONTRACTOR PERSONNEL IDENTIFICATION & QUALIFICATIONS**

All contractor personnel attending meetings, answering government telephones and working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are government officials. They must also ensure that all documents or reports produced are suitably marked as contractor products or that contractor participation is appropriately disclosed.

The Contractor must propose the appropriate labor mix necessary to complete each task. The Contractor must provide trained, knowledgeable personnel according to the requirements of each task. The USPTO will not provide or pay for training, conferences, or seminars to be given to Contractor personnel for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO.

## **H.4 OPERATING HOURS AND GOVERNMENT CLOSURES**

Operating hours consist of an eight-hour daily work schedule, which begin no earlier than 0600 and no later than 1800 Monday through Friday. Exceptions include federal holidays or when the government facility is closed due to local or national emergencies, administrative closings, or similar government directed facility closings. Normal business hours may be adjusted to support after hours and weekend work. USPTO observes the federal holidays as found and updated currently on the OPM website:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>

## **H.5 SECTION 508 COMPLIANCE**

All developed software and documentation shall comply with applicable 508 standards.

Accessibility Requirements (Section 508):

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled

## SECTION I – CONTRACT CLAUSES

Federal employees and members of the public. All EIT deliverables within this IDIQ shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

### Section 508 Applicable EIT Accessibility Standards

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum.

Information and Communication Technology (ICT) is covered by Section 508 must confirm to the Web Content Accessibility Guidelines (WCAG) 2.0 Level A and Level AA Success Criteria and Conformance Requirements. This includes all covered web and non-web content and software.

## **H.6 CYBERSECURITY**

### **Security Policy**

Contractors entering into an agreement for services to the U.S. Patent and Trademark Office (PTO) and/or its Federal customers shall be contractually subject to all USPTO and Federal IT Security standards, policies, and reporting requirements. The contractor shall meet and comply with all USPTO IT Security Policies and all applicable USPTO and NIST standards and guidelines, other Government-wide laws and regulations for protection and security of Information Technology.

Contractor shall comply and required to follow all the cyber security policies and procedures of USPTO, DOC, and the Federal Government.

The Federal Information Security Management Act (FISMA) established a framework that's designed to keep government information and operations safe from the cyber security threats facing them. FISMA regulations apply to all Federal Agencies as well as government contractors if they operate federal systems.

USPTO and Contractor information systems must meet security requirements. Control and security of USPTO data is a primary responsibility of the Contractor. Contractor must assure the integrity of the USPTO data and take no action that will cause or give the perception of a breach of USPTO data integrity and or confidentiality. Contractor shall notify the USPTO within two



hours of becoming aware of any problems or potential problems (risks), including possible solutions or mitigation strategies that may affect the availability, confidentiality, or integrity of the system.

**Security Requirements:**

- Provide security to protect the confidentiality, integrity and availability of information and systems developed and maintained on behalf of the USPTO, commensurate with the risk and magnitude of harm resulting from unauthorized access, use, disclosure, disruption, modification or destruction.
- Ensure products are compliant with USPTO IT security requirements, as described in the USPTO IT Security Handbook.
- Provide system security in compliance with: the Federal Information Security Management Act (FISMA), security-related guidelines and requirements for federal agencies issued by the National Institute of Standards and Technology (NIST), security-related OMB Circulars and Memorandums (e.g., OMB Circular A-130), and any future statutes, regulations, requirements, or guidelines for federal agencies relating to information and/or information system security.
- Provide comprehensive analysis of current applications and infrastructure that incorporates considerations for security such as data sensitivity, legal or other regulatory issues, disaster recovery, currently deployed remote access or internal security considerations, etc.
- Provide technical services regarding security and privacy in the migration planning services that are consistent with the NIST Special Publication 800-144 – “Guidelines on Security and Privacy in Public Cloud Computing” or other applicable standards and guidelines.
- Provide support and services in compliance and in alignment with Federal Risk and Authorization Management Program (FedRAMP) standardized security assessment, authorization, and continuous monitoring policies in migration planning services, as required by the scope of the projects
- Document framework and approach to incorporating both federal and agency security requirements into migration planning recommendations
- Update security documents detailed in the USPTO IT Security Handbook to include system security plan (SSP), Risk Assessment Report (RAR), Security Assessment Report (SAR) and POAM documentation for Trademarks system. All documentation shall be in accordance with applicable Federal and USPTO standards, guidance and best practices including security artifacts.
- Follow USPTO continuous monitoring strategy that includes Security Impact Analysis (SIA) to include continuous assessments of impacted controls.
- Adhere to the annual re-authorization requirement on all USPTO systems that process USPTO data.
- Vulnerability and compliance scans should be performed on a periodic basis and made available to USPTO Cybersecurity Division for review. Scan should be conducted against operating systems, database, and web applications. Findings discovered from scans must be remediated as per USPTO policies and procedures

## SECTION I – CONTRACT CLAUSES

- Facilitate, create, update, and deliver Security Authorization documentation associated with System Owner (SO) and Information System Security Officer (ISSO) activities for authorization/re-authorization
- Perform Risk Assessments in accordance with NIST 800-30, Rev 2.
- Ensure that required Security Controls are identified, documented in the SSP and implemented in accordance with NIST 800-53r4
- Provide consultation on POAM or Potential Finding Remediation to assist in efficient and effective remediation of potential or actual findings in accordance with current guidance, policies and procedures. This includes performing analysis and finding alternatives to remove or reduce vulnerabilities to a satisfactory level that meets federal, department and USPTO security requirements. Assessment findings that need to be resolved for systems are maintained in DOC's Cyber Security Assessment Management (CSAM) tool

### **H.7 CONTRACTOR ONBOARDING REQUIREMENTS**

Contractors onboarding shall comply with and follow all the USPTO, DOC, and Federal Government security requirements.

All contractors shall take the IT Security Awareness training within thirty (30) days upon onboarding and annually at the beginning of the fiscal year. If the contractor has a PTOnet account, this training shall be accessed through the Commerce Learning Center to complete. If the contractor does not have a PTOnet account, contact the COR for hardcopy of the training and validation required.

All contractors performing Java and JavaScript software development for the USPTO shall take the Java Awareness Training provided by USPTO within ten (10) business days of contract award or onboarding.

All contractors performing any software development for the USPTO shall take the IT Policy and Standards Awareness Training provided by OCIO within ten (10) business days of contract award or onboarding on available online course, or at the first scheduled available in-house session.

The contractor must provide the COR and TOM with the list of contractors requesting any training provided by USPTO prior to attending. USPTO provided training shall be approved by the TOM or COR prior to attending.

### **H.8 CONTRACTOR OFFBOARDING REQUIREMENTS**

- The Contractor shall notify the COR and Product Owner immediately of a contractor's resignation.
- The Contractor shall notify the COR and TOM in a timely manner of any contractor leaving the contract, or transferring to another contract within the USPTO.
- The Contractor shall follow USPTO procedures to return USPTO badges, FoBs and GFE prior to their departure.

- If the Contractor off-boarding is key personnel, the Contractor shall follow instructions for key personnel.

## **H.9 SECURITY ASSESSMENT AND AUTHORIZATION REQUIREMENTS**

The Contractor shall assist in the security assessment and authorization (A&A) of all systems developed for support of the contract/task order in conformance with the standards set forth by the FISMA and NIST SP800-37 (Revision 2), Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach.

The Contractor shall ensure that the system and infrastructure meets current, security and privacy requirements defined by the USPTO, the Department of Commerce, and Federal laws, regulations, and policies. Security and privacy requirements apply to individuals and organizations having contractual arrangements with the USPTO, including Prime Contractors, sub-contractors, and outsourcing partners.

The Contractor shall provide system security in compliance with: the Federal Information Security Management Act (FISMA), security-related guidelines and requirements for federal agencies issued by the National Institute of Standards and Technology (NIST), security-related OMB Circulars and Memorandums (e.g., OMB Circular A-130), and any future statutes, regulations, requirements, or guidelines for federal agencies relating to information and/or information system security.

The Contractor shall provide security to protect the confidentiality, integrity and availability of information and systems developed and maintained on behalf of the USPTO, commensurate with the risk and magnitude of harm resulting from unauthorized access, use, disclosure, disruption, modification or destruction.

The Contractor shall develop, update and maintain a System Assessment Package (SAP) for the storage infrastructure in accordance with guidance contained in NIST 800-37, Rev 2 or current version as determined by USPTO, to include a complete and up to date System Security Plan (SSP). SSP updates will be made as material changes occur to the system operated and or maintained by the contractor with updates occurring no more than 7 calendar days from the time when changes are made to the system.

The Contractor shall incorporate the controls described in NIST 800-53, Rev 4 or current revision. After contract award, USPTO will discuss with the Contractor which controls will be considered Common Controls applicable for the Contractor to use.

The Contractor shall perform an independent assessment of its SAP, independent from the ISSO activities/duties.

The Contractor shall deliver a complete SAP to obtain Authorization to Operate (ATO). The Contractor shall use the Cybersecurity Assessment Management (CSAM) tool to manage POA&Ms and to store official security documentation for Department of Commerce and Office of Inspector General (OIG) review. The USPTO will provide the Contractor with a CSAM account.

## SECTION I – CONTRACT CLAUSES

The Contractor shall ensure that after a system has been authorized, any change to the system must be assessed and documented in accordance with OMB Memo 10-15 and 12-20.

The Contractor shall ensure any new storage design package includes an updated SAP, and the Contractor shall obtain ATO from the USPTO Security Office prior to implementing material changes to storage infrastructure security.

The Contractor shall participate and respond to USPTO OIG-performed security audits.

The Contractor shall develop and maintain a Security Finding/Incident Report as part of the monthly PMR Report to document all security-related issues identified in the SIMS environment.

### **H.10 PRIVACY COMPLIANCE REQUIREMENTS**

In accordance with FAR Part 52-239-1, the Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

USPTO requires FIPS 140-2 validated cryptographic mechanisms to be implemented to protect the confidentiality and integrity of sensitive information stored on digital media during transport outside of controlled areas.

As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act."

The contractor shall also comply with any additional FISMA or FedRAMP privacy requirements.

The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor's IT environment being used to provide or facilitate services for the Government. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the contractor shall be responsible for the following privacy and security safeguards:

The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government. Exception - Disclosure to a Consumer Agency for purposes of C&A verification.

To the extent required to carry out a program of inspection such as FISMA or FedRAMP assessment and authorization process and continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical

## SECTION I – CONTRACT CLAUSES

capabilities, operations, documentation, records, and databases within 72 hours. The program of inspection shall include, but is not limited to, the following methods:

- Authenticated and unauthenticated operating system/network vulnerability scans
- Authenticated and unauthenticated web application vulnerability scans
- Authenticated and unauthenticated database application vulnerability scans
- Automated scans can be performed by Government personnel, or agents acting on behalf of the Government, using Government operated equipment, and Government specified tools.

If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

If the contractor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of vendor-conducted scans shall be provided, in full, to the Government.

### **H.11 ACCESS TO GOVERNMENT FACILITIES**

The performance of this contract requires contractors to have physical access to Federal premises or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce/USPTO personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24. 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 Government reserves the right to require contractor personnel to sign in upon ingress or sign out upon egress to and from the Government facility. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

### **H.12 GOVERNMENT FURNISHED EQUIPMENT (GFE)/ DATA (GFD)**

The Contractor shall maintain an inventory accounting system for Government Furnished Equipment (GFE), Government Furnished Software (GFS), and other Government Furnished Tools. The Contractor shall provide the COR with the information necessary to manage GFE under this task order. All Government Property should be maintained per FAR 52.245-5. The Contractor shall return such property in the condition in which it was received, except for reasonable wear and tear and except to the extent that such property has been incorporated in material delivered under this order or has been consumed in normal performance of this order. Subcontractors shall comply with the provisions of FAR Part 45.

### **H.13 GOVERNMENT FURNISHED DATA**

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.

## SECTION I – CONTRACT CLAUSES

Title to Government-furnished data and reference documents shall remain with the Government. The contractor shall use the Government-furnished data and reference documents only in connection with this contract.

Government-furnished data and reference documents will be returned to the Government upon conclusion of the contract or as otherwise specified.

### **H.14 CONFIDENTIALITY AND NONDISCLOSURE OF PATENT INFORMATION**

The preliminary and final deliverables and all associated working papers and other material deemed relevant by the agency that have been generated by the contractor in the performance of this contract, are the property of the U.S. Government and must be submitted to the COTR at the conclusion of the contract. The U.S. Government has unlimited data rights to all deliverables and associated working papers and materials in accordance with FAR 52.227-14. All documents including drawings, designs, cuts, illustrations, negatives or other written or photographic data furnished by the Government to the Contractor for the necessary performance of this contract are the property of the U.S. Government and cannot be reproduced, or retained by the contractor. All appropriate project documentation will be given to the agency during and at the end of this contract. The contractor shall not release any information without the written consent of the Contracting Officer. 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.

### **H.15 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA**

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

### **H.16 RIGHTS IN DATA**

The Government shall have unlimited rights in software first produced in the performance of this contract, in accordance with the FAR clause at 52.217-14. For the purposes of this clause, “software first produced in the performance of this contract” shall include the following and related new software development: non-COTS computer program developed or previously developed and implemented by the contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data (including but not limited to that necessary to produce, install, and maintain as well as data produced from said software during the performance of this contract) of all software first produced in the performance of this contract. Additionally this

## SECTION I – CONTRACT CLAUSES

encompasses all logs and other application data produced by software (including but not limited to COTS, contract specific custom (“software first produced in the performance of this contract), GOTS, and or OSS) utilized in conjunction with or for the performance of this contract. For the purpose of this clause, “unlimited rights” shall mean 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.

### **H.17 GOVERNMENT’S RIGHT TO THE CONTRACTOR’S TECHNICAL FILE**

The Government requires, and the Contractor agrees to accumulate throughout the life of the contract, a permanent record of all technical files and other background materials acquired, developed, and otherwise collected by the Contractor in carrying out the required effort under this contract. Production system documentation shall include: copies of pertinent documents prepared by the Contractor, and, if applicable, the subcontractor(s), to support all production work; and other printed materials, pamphlets, books, drawings, etc., developed and acquired by the Contractor, and if applicable, the subcontractor(s), during the term of the contract and directly related to the subject of the services being rendered. The Government requires, and the Contractor agrees to provide throughout the life of the contract, access to and or a copy of this technical file in a commercially reasonable time frame when requested by the CO.

### **H.18 SECURITY CLEARANCES**

The Contractor shall ensure all staff has the required level of security clearance commensurate with the sensitivity of the information being stored, processed, transmitted or otherwise handled by the System or required to perform the work stipulated by the contract/task order. At the minimum, all Contractor staff shall be subjected to a Public Trust background check and be granted a Public Trust clearance before access to the System or other HHS resources is granted

### **H.19 NONDISCLOSURE OF PATENT INFORMATION**

All drawings, designs, cuts, illustrations, negatives or other written or photographic data furnished by the Government to the Contractor for the necessary performance of the contract shall be and remain the sole property of the Government. The Contractor agrees not to assert any rights, or to establish any claim under the design, patent, trademark, or copyright laws, or to publish or reproduce such matter in whole or in part in any manner or form except as provided under this agreement.

### **H.20 TRAVEL**

Travel is not authorized under this TO.

## SECTION I – CONTRACT CLAUSES

### **I.1 TASK ORDER CLAUSES**

All applicable and required clauses set forth in FAR 52.301 automatically flow down to all STARS III TOs, based on their specific contract type (e.g., fixed-price, LH, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the TO solicitation is issued.

### **I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at the FAR website:

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

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-14	Display of Hotline Poster(s) (fill in or provide link to client's posters)	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204.10	Reporting Executive Compensation and First Tier Subcontract Awards	JUN 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	OCT 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.204-26	Covered Telecommunications Equipment or Services-Representation.	OCT 2020
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2017
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	JUN 2020
52.223-15	Energy Efficiency in Energy Consuming Products	MAY 2020
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984



## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	JUN 2020
52.227-14	Rights In Data	MAY 2014
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	DEC 2007
52.232-7	Payments Under Time-and-Materials and Labor Hour Contracts	AUG 2012
52.232-18	Availability of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.239-1	Privacy or Security Safeguards	AUG 1996
52.244-6	Subcontracts for Commercial Items	JUL 2021
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001
52.246-6	Inspection—Time-and-Material and Labor-Hour, Alternate I	MAY 2001
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-6	Termination (Cost-Reimbursement) Alternate IV	MAY 2004
52.251-1	Government Supply Sources	APR 2012

### **I.2.1 FAR CLAUSES INCORPORATED BY FULL TEXT**

#### **FAR 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 before the contract expires.

(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 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.

## SECTION I – CONTRACT CLAUSES

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

(End of Clause)

### **USPTO REMOTE WORK REQUIREMENTS**

- (a) All work related to this contract shall be performed in the Continental United States at either the USPTO's campus in Alexandria Virginia, the Contractors' and subcontractors' facilities authorized in the USPTO granted ATO, and from USPTO approved telework locations. Work at any other location is prohibited unless authorized by the Contracting Officer.
- (b) Any work authorized pursuant to this contract under a telework provision, for any reason, is subject to COR approval. In order to be eligible to telework, contractor and subcontractor employees must complete and sign an Alternate Worksite Agreement which includes acknowledgement that they have read and agree to the OCIO Rules of the Road and Alternate Worksite Safety Guidelines. The Telework Agreement must be approved and signed by an individual delegated by the Contractor to serve as their Telework Approving Official and the COR.
- (c) The following additional requirements must also be met:
  - 1. All authorized telework shall be conducted solely on USPTO authorized systems, devices, and baseline configurations over USPTO approved remote access systems and access technologies.
  - 2. All authorized telework shall only access USPTO and Contractor networks and systems within the system boundary from the approved telework location set forth in the Telework Agreement.
  - 3. All authorized telework shall only access USPTO and Contractor networks and system via VPN or other connection authorized by the USPTO granted ATO.
  - 4. No data shall be transferred for ANY reasons to systems and or devices outside of the authorized secure system boundary of the USPTO granted ATO
  - 5. Telework and telework access outside of the United States and legally authorized United States territories (e.g. Puerto Rico) WILL NOT be authorized for any reason. This shall be construed to include all means of telecommunications access to the ATO system and supporting infrastructure as well.
  - 6. The telework location must be approved by the COR.
  - 7. The Contractor shall be responsible for any costs/expenses associated in making its staff telework ready.

## SECTION I – CONTRACT CLAUSES

8. At no time shall any USPTO provided equipment be permitted outside of the United States and legally authorized United States territories (e.g. Puerto Rico).

(End of Clause)

### **I.3 DEPARTMENT OF COMMERCE (DOC) CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more doc clauses by reference with the same force and effect as if they were given in full text. The full text of these clauses are provided in **Attachment B, USPTO-DOC Clauses**, of this TO.

DOC	TITLE	DATE
1352.201-70	Contracting Officer's Authority	N/A
1352.209-73	Compliance with the laws	APR 2010
1352.209-74	Organizational conflict of interest	APR 2010
1352.216-77	Ceiling price	APR 2010
1352.231-71	Duplication of Effort	APR 2010

### **I.4 USPTO CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses USPTO by reference with the same force and effect as if they were given in full text. The full text of these clauses are provided in Attachment B, USPTO-DOC Clauses, of this contract.

USPTO	TITLE	DATE
PTO – 04	Data Security	FEB 2017
PTO – 06	Prohibition on Contractor Endorsements	APR 2017
PTO – 08	Physical Access to Government Facilities	FEB 2017
PTO – 10	USPTO Agency Level Protests	FEB 2017
PTO – 12	Security Processing Requirements – High or Moderate Risk Contracts	OCT 2014
PTO – 15	Security Processing Requirements – National Security Contracts	OCT 2014
PTO – 16	Contractor Notification Requirement	MAR 2010
PTO – 17	Contractor FOIA Requirements	FEB 2017
PTO – 24	Security Requirements for Information Technology Resources	FEB 2017
PTO – 30	Release of Residual Funds (<\$100)	APR 2016
PTO – 31	Release of Residual Funds (>\$100)	APR 2016

SECTION I – CONTRACT CLAUSES

<b>USPTO</b>	<b>TITLE</b>	<b>DATE</b>
PTO – 32	USPTO Green Supplies and Services Contracting	FEB 2017
PTO – 33	USPTO Personal Identity Verification Card Requirements for Contractors	NOV 2017
PTO – 37	USPTO Invoices, Vendor Portal	OCT 2018
PTO – 39	Contractor Reporting of Actual Expenditures/Deliverables, Vendor Portal	OCT 2018

## SECTION J – LIST OF ATTACHMENTS

### **J.1 LIST OF ATTACHMENTS**

The following attachments are attached, either in full text or electronically at the end of the TOR.

### **J.2 LIST OF ATTACHMENTS**

<b>ATTACHMENT</b>	<b>TITLE</b>
A	COR Appointment/Nomination Letter (Attached at contract award)
B	USPTO - DOC Clauses (Full Text)
C	QASP (To be removed at time of award)
D	Deliverable Acceptance-Rejection Report
E	Certification Concerning Organizational Conflicts of Interest
F	Certification Concerning Nondisclosure and Rules of Conduct for Personnel Participating in a Procurement
G	Pricing Template (To be removed at time of award)
H	Staffing Plan Template (To be removed at time award)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR RESPONDENTS

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## **L.1 GENERAL INSTRUCTIONS**

- a. The Government may make selection on initial offers received, without interchanges of such offers. Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments listed in Section J).
- b. An offeror submitting restrictive data shall mark it as follows in accordance with the FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, which is incorporated by reference. FAR Clause 52.215-1(e) states: “Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –

(1) Mark the title page with the following legend:

This proposal 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. The data subject to this restriction are contained in sheets *(insert numbers or other identification of sheets)*; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- c. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).

## **L.2 SUBMISSION OF SOLICITATION QUESTIONS**

- a. Submit all questions regarding this solicitation no later than 11:00 a.m. Eastern Standard Time, **February 9, 2022**, via email to: [sora.jung@uspto.gov](mailto:sora.jung@uspto.gov) and [dennis.johnson@uspto.gov](mailto:dennis.johnson@uspto.gov)

## **L.3 SUBMISSION OF PROPOSAL**

- a. Proposals shall be electronically submitted via email to the Contract Specialist, Sora Jung at [sora.jung@uspto.gov](mailto:sora.jung@uspto.gov) and the Contracting Officer, Dennis Johnson at [dennis.johnson@uspto.gov](mailto:dennis.johnson@uspto.gov) no later than 11:00 a.m. Eastern Standard Time, **February 23, 2022**.

#### **L.4 PROPOSAL FORMAT AND INSTRUCTIONS**

- a. Each proposal shall consist of two volumes and shall be submitted in searchable PDF and/or MS Word format as well as an MS Excel format for pricing.
  - Volume I, Technical, will cover Project Staffing Plan and Key Personnel; and Technical Approach.
  - Volume II, Business, will provide price information.
- b. The Business proposal volume shall be submitted in a combination of MS Word (or a searchable PDF) and MS Excel format documents. All mathematical/computational sections (proposed price/CLIN structure) of the Price Volume shall be submitted in MS Excel utilizing the attached Pricing Template as a guide (Attachment G). The Offeror shall ensure numerical data fields contain numbers that do not exceed two decimal places.
- c. All MS Word or PDF documents must be formatted to print on standard 8½” by 11”. Use Times New Roman 11-point font or larger for text and 10-point font or larger for tables and graphics.
- d. The cover page of each volume shall include: (1) the volume number and title; (2) the solicitation number of the RFP; (3) the company name of the offeror; (4) the full name and contact information of the main point of contact for the offeror.
- e. Offerors shall not exceed the specified page limits stated in the chart below. The Government reserves the right to not consider any pages in excess of the limitation for evaluation purposes.

<b>Volume</b>	<b>Section</b>	<b>Page Limit</b>
I, II	Cover pages and indices	N/A
	Table of Contents	
I, Technical	Project Staffing Plan & Key Personnel	10
	Key Personnel Resume	N/A
	Technical Approach	10
II, Business	Pricing Narrative	N/A
	Pricing Template, Excel	

- f. Proposals must be valid for a period of not less than 120 calendar days from the date of delivery.
- g. Offerors are **not** permitted to submit one or more additional proposals in response to this solicitation.



**L.5 VOLUME I, PROJECT STAFFING PLAN AND KEY PERSONNEL (FACTOR 1)**

- a. The offeror shall provide a Project Staffing Plan, describing the project staffing strategy, key personnel qualification and selection. The offeror shall specifically address the following:
  - The Project Staffing Plan shall provide a rationale for the proposed project staffing solution, proposed labor mix, and level of effort for each of the TOR task. The offeror shall also describe what factors drove its proposed labor mix and how its proposed staffing solution will accomplish the Government's objectives and requirements.
  - Rationale for choosing the Key Personnel. Describe how each Key Person would be involved in each task/subtask and how their qualifications and experience uniquely qualify them for the Key Personnel positions described in Section H. All Key Personnel proposed shall be identified in the Project Staffing Plan and must be available to begin work immediately upon contract award. A Letter of Commitment, signed by each proposed Key Personnel is due with the proposal submission.
  - The offeror's methodology for institutionalizing experience. The offeror's practices and methodology for institutionalizing project experience and knowledge and providing reach-back support (institutionalizing means the methodologies and tools the offeror will utilize to capture and make available

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

project knowledge for the purpose of informing new contractor and Government personnel).

- Methodology for maintaining the technical expertise of personnel.
- b. These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.
- c. The government estimates the following FTEs. Please keep in mind that the contractor may propose its own labor mix and should be compelled to limit itself to these labor categories and/or FTE numbers.

	Base Period	Option Period 1	Option Period 2	Option Period 3
<b>Senior Software Developer</b>	2	2	2	2
<b>Senior Database Administrator</b>	2	2	2	2
<b>Subject Matter Expert</b>	1	0	0	0
<b>Project Manager</b>	.25	.25	.25	.25

### **L.6 VOLUME I, TECHNICAL APPROACH (FACTOR 2)**

- a. The offeror shall identify and describe the methodology and analytical techniques to be used in fulfilling the technical requirements identified in the TOR. The offeror's proposal shall be relevant to this TOR and demonstrate an effective understanding of TOR requirements. The Technical Approach shall describe the following:
- Meeting the goals, objectives, conditions, and task requirements identified in Section C of the TOR. The methodology shall clearly identify the technical approach and how it will address the goals, objectives, conditions, and task requirements.
  - The offeror shall discuss the complexity of each task and what role the Government will play in each.
  - The offeror shall identify and address any assumptions affecting the technical proposal citing the component(s) of the proposal to which they pertain. All technical assumptions and any non-Cost/Price information that serves as the basis of a Cost/Price assumption are identified in the offeror's Business Proposal.

- b. These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

**L.7 VOLUME II, BUSINESS PROPOSAL (FACTOR 3)**

- a. Pricing Narrative. USPTO is seeking innovative solutions for this requirement and is receptive to alternate pricing formats. However, the price narrative of the proposal shall include at a minimum:
- Pricing assumptions, discounts offered, and the offeror's basis of estimate to permit the Government to determine that proposed prices are fair and reasonable.
  - If applicable, supporting price documentation for all proposed subcontractors, to include the total value of the proposed subcontract, the proposed type of subcontract, the rationale and/or justification for this type of subcontract type.
  - Reference that current reps and certs are in System for Award Management (SAM).
- b. Pricing Template. The CLIN structure in the Pricing Template is only a suggested format for the price submission. Offerors shall submit a Pricing Template with sufficient detail. At a minimum, the pricing sheet shall include at a minimum:
- Summary – Contains the Schedule of Supplies and/or Services Contract Line Item Numbers (CLIN), which will be incorporated into the resulting award.
  - Labor Categories and Labor Rates – Contains a list of proposed labor categories and corresponding labor rates that illustrates the build up to the offeror's proposed price. Offerors shall complete this worksheet for the base period and all option periods.
  - Subcontractor(s) (If Applicable) – If the offeror proposes subcontractors, indicate by adding a column to the template showing the names of the subcontractor(s) next to the labor categories and rates in which the subcontractor(s) is being proposed.
  - Services and Price – Contains the cost/price to be charged for each item in the Section B tab.
  - Contract Access Fee for each CLIN.
- c. These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating

## SECTION M – EVALUATION FACTORS FOR AWARD

### **M.1 BASIS FOR AWARD**

The Government anticipates awarding a task order to the responsible Offeror whose responsive proposal represents the best value to the Government, price and other factors considered, in accordance with the evaluation criteria below.

To be responsive the Offeror must address all the requirements of the solicitation and must include all information specifically required in all sections of the solicitation. The offeror must state how it will meet the requirements; repeating back the words of the RFP is not acceptable.

### **M.2 EVALUATION CRITERIA**

The contract award will be based on evaluation of the following factors in descending order of importance:

- Project Staffing Plan and Key Personnel;
- Technical Approach; and
- Price

All evaluation factors other than cost or price, when combined, are significantly more important than cost.

This acquisition is being conducted under FAR 16.5. Principles and procedures of Subpart 15.3 do not apply. Accordingly, the Government reserves the right to do any or all of the following:

- Award on initial proposals, without discussion.
- After an offeror has been selected for award based upon a best value determination, the Government may negotiate a final reduced price. The negotiations will include reductions in profit/fee with the offeror selected for award in order to achieve the absolute best value for the Government. The Government may make award based on initial offers received or the Government may make award after clarifications of some aspects of the proposal or discussions relative to price only.
- Have interchanges, request corrections relative to minor errors in the cost/price proposal, or request cost/price substantiating documentation to facilitate the Government's final evaluation of cost proposals with one or some offerors. These interchanges, or requests for corrections or substantiating documentation will not materially change the offeror's proposal in terms of conformance to TOR requirements, constitute discussions such as the removal of an unacceptable assumption, or materially change pricing.

### **M.3 RELATIVE IMPORTANCE OF EVALUATION CRITERIA**

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, if technical evaluations are close, the price evaluation will take on more importance.

## **M.4 TECHNICAL**

A merit rating will be assigned to all factors.

Merit Ratings: The following adjectival ratings will be used to rate the merit portion of the sub-factors in the Technical Solution factor:

- **Outstanding:** Greatly exceeds the minimum performance or capability requirements of any evaluation sub-factor in a way beneficial to the Government. There are no significant weaknesses. Those aspects of a factor or sub-factor resulting in an “Outstanding” rating may be incorporated into the resulting contract.
- **Excellent:** Exceeds the minimum performance or capability requirements of any evaluation sub-factors in a way beneficial to the Government. There are no significant weaknesses. Those aspects of a factor or sub-factor resulting in an “Excellent” rating may be incorporated into the resulting contract.
- **Acceptable:** Meets the minimum performance or capability requirements of any evaluation sub-factors. There may be minor but correctable weaknesses.
- **Marginal:** May meet the performance or capability requirements of any evaluation sub-factors. There are apparent or moderate weaknesses that are correctable.
- **Unacceptable:** Fails to meet the performance or capability requirements of any evaluation sub-factors. There are unacceptable weaknesses.

### **M.4.1. Project Staffing Plan and Key Personnel (Factor 1)**

The Project Staffing Plan will be evaluated to assess the degree to which it complies with the requirements outlined in Section L.4, including the estimated hours and labor mix for Key Personnel and the experience, skill, and qualifications of the personnel proposed. Key Personnel will also be evaluated to assess the currency and applicability of experience as it relates to Section H.

### **M.4.2. Technical Approach (Factor 2)**

The Government will evaluate the Technical Approach factor based on the clarity and completeness of the approach and the degree to which the proposal meets the requirements of the TOR Section L.5 and includes innovative and efficient methodologies to achieve the objectives and tasks of Section C.

## **M.5 PRICE (FACTOR 3)**

Price will be evaluated separately from the non-price factors and will be evaluated to assess for price reasonableness and realism. The price evaluation will consist of the following:

- An assessment of pricing narrative;
- An assessment of proposed labor hours to ensure they align with the offeror’s proposed staffing plan;
- An assessment of proposed labor category rates;
- An assessment of whether the total price, including all CLINs and option periods, is fair and reasonable.

## SECTION M – EVALUATION FACTORS FOR AWARD

### **M.6 TECHNICAL/PRICE ASSUMPTIONS**

The Government reserves the right to reject any proposal that includes any technical or price assumptions that may adversely impact satisfying the Government's requirements.