1.0 General

1.1 Background:

(a) The United States Patent and Trademark Office (USPTO) is the federal agency responsible for granting U.S. patents and registering trademarks. The USPTO operates its headquarters in Alexandria, Virginia, alongside three (3) regional offices located in Detroit, Michigan; Dallas, Texas; and San Jose, California. The main headquarters campus comprises three interconnected buildings—the Madison, Knox, and Jefferson Buildings—located at 600 Dulany Street, Alexandria, VA. Unless otherwise specified herein, the terms "Agency" or "USPTO" encompass all facilities located at the headquarters and the three regional offices.

(b) On January 3, 2017, the Equal Employment Opportunity Commission (EEOC) published a Final Rule on Affirmative Action for Individuals with Disabilities in Federal Employment. Effective January 3, 2018, this rule mandates that federal agencies provide Personal Assistance Services (PAS) to employees who require such assistance during work hours or on job-related travel due to targeted disabilities, unless providing these services would impose an undue hardship on the Agency.

Furthermore, Section 501 of the Rehabilitation Act prohibits federal agencies from discriminating against individuals with disabilities in employment. It requires agencies to serve as model employers by engaging in affirmative action to promote the hiring, promotion, and retention of individuals with disabilities.

The federal government recognizes that qualified individuals with targeted disabilities face significant barriers to employment above and beyond those faced by people with a broader range of disabilities. Targeted disabilities are designated on the Office of Personnel Management's (OPM) Standard Form 256 (SF-256) and include, but are not limited to:

- Developmental disabilities (e.g., cerebral palsy or autism spectrum disorder)
- Traumatic brain injuries
- Deafness or serious difficulty hearing (e.g., benefiting from American Sign Language)
- Blindness or serious difficulty seeing, even when wearing glasses
- Missing extremities (arm, leg, hand, and/or foot)
- Significant mobility impairments (e.g., benefiting from a wheelchair, scooter, walker, or leg braces)
- Partial or complete paralysis (any cause)
- Epilepsy and other seizure disorders
- Intellectual disabilities
- Significant psychiatric disorders (e.g., bipolar disorder, schizophrenia, PTSD, or major depression)
- Dwarfism
- Significant disfigurement (e.g., caused by burns, wounds, accidents, or congenital disorders)

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(c) PAS provides employees with targeted disabilities assistance in performing activities of daily living that an individual would typically perform if they did not have a disability. These services are distinct from traditional reasonable accommodations and include, for example, assistance with removing and putting on clothing, eating, and using the restroom. PAS must be performed by a qualified personal assistance service provider.

(d) For many individuals with targeted disabilities, full participation in the workplace is impossible without such services. PAS allows employees with targeted disabilities to have equal access to and fully participate in all facets of their employment experience at the USPTO.

1.2 **Objective**

The objective of this requirement is to obtain Personal Assistance Services (PAS) for USPTO employees located at the USPTO Headquarters in Alexandria, Virginia, as well as the regional offices in Detroit, Michigan; Dallas, Texas; and San Jose, California.

In alignment with the Agency's mandate to ensure equal access and full workplace participation for individuals with targeted disabilities, the Contractor shall provide multiple qualified PAS providers to perform a comprehensive range of personal assistance services on a regular basis, in accordance with the terms and conditions set forth in this Performance Work Statement (PWS).

Because PAS requirements are highly individualized, the specific services to be provided—as well as the maximum level of effort and authorized hours—will be expressly tailored and specified based on the unique, individual needs of each supported USPTO employee.

1.3 **Scope of Work**

The scope of this contract encompasses the provision of qualified Contractor personnel to perform Personal Assistance Services (PAS) for designated USPTO employees stationed at the USPTO Headquarters in Alexandria, Virginia, as well as the regional offices in Detroit, Michigan; Dallas, Texas; and San Jose, California. The Contractor shall furnish these individualized services throughout the period of performance stipulated in this contract, ensuring that all PAS providers deliver the necessary support to meet the unique daily living needs of each supported employee.

1.4 **Period of Performance**

Period of Performance as follows:
Base Year – August 5, 2026 – August 4, 2027
Option 1 – August 5, 2027 – August 4, 2028
Option 2 – August 5, 2028 – August 4, 2029
52-217-8 – August 5, 2029 – January 4, 2030

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1.5 **Place of Performance**

(a) Personal Assistance Services shall be performed at the following location:

- **USPTO Headquarters** 600 Dulany Street Alexandria, VA 22314
- **Elijah J. McCoy Midwest Regional Office (Detroit)** 300 River Place Drive, Suite 2900 Detroit, MI 48207
- **Texas Regional Office (Dallas)** 207 South Houston Street, Suite 159 Dallas, TX 75202
- **Silicon Valley Regional Office (San Jose)** 26 S. Market Street San Jose, CA 95113

(b) Contractor personnel shall report punctually for all scheduled assignments. For the purposes of this contract, punctuality requires the Personal Assistance Services (PAS) provider to be physically present and ready to work at the specific location of service delivery (e.g., the supported employee's workstation or designated meeting area) at the scheduled start time, rather than merely arriving at the facility's exterior, lobby, or security checkpoint.
The Contractor shall be solely responsible for all parking arrangements and associated costs, as the USPTO does not provide parking for Contractor personnel at any of its facilities (Headquarters or Regional Offices).

1.6 **Non-Personal Services** The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services.

2.0 **Specific Requirement**

(a) **Requirements of Personal Assistance Services** The Contractor shall perform a range of personal assistance services on a regular basis at the employee's office location (or designated travel location). The Contractor shall assist with hygiene needs and other activities of daily living, including, but not limited to:

1. Toileting: Assisting with transferring in and out of the restroom, and on and off the commode.
2. Eating/Drinking: Assisting with meal preparation, serving, and feeding.
3. Vehicle Transfers: Assisting with transferring in and out of motor vehicles and public transportation (e.g., cars, buses, Metro Access, airplanes, rideshares) when needed for job-related travel or commuting support as authorized.
4. Mobility Device Transfers: Assisting with transferring to and from motorized scooters, golf carts, wheelchairs, or other types of mobility devices.

(b) **Minimum Personnel Qualifications** The Contractor shall provide experienced personnel to perform PAS. All primary and substitute PAS providers must meet the following minimum qualifications prior to providing any services:

1. Be at least 18 years of age.
2. Hold a high school diploma, equivalent, or higher degree.

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3. Be a U.S. Citizen or a foreign national lawfully admitted for permanent residence, and successfully complete fingerprinting and the USPTO background investigation process.
4. Have at least three (3) years of demonstrated professional experience as an assistant for individuals with disabilities, or an equivalent combination of experience and related credentials.
5. Possess the physical ability to perform all required tasks. This includes the ability to use feet, legs, hands, wrists, and fingers; lift and carry; and perform necessary physical movements such as stooping, crouching, bending, kneeling, climbing, and reaching. The provider must be physically capable of assisting individuals with disabilities after fall or in transitioning from a seated to a standing position.
6. Demonstrate excellent interpersonal, oral, and written communication skills to effectively interact with supported employees and other USPTO staff.
7. Always maintain a professional appearance, commensurate with a federal corporate office environment.

(c) **Work Schedule** Schedules will be expressly tailored to the supported employee. The USPTO personnel operate under flexible work schedules, and individual start and end times may vary within the agency's normal operating hours (See Section 3.0 for facility hours). The USPTO will provide the supported employee's schedule to the Contractor on a bi-weekly basis. Contractors shall strictly follow the work schedule of the supported employee or as directed by the Government Point of Contact (POC). **Substitute Providers** In the event of a primary provider's absence, the Contractor shall designate a substitute personal assistant possessing equal or greater skills and qualifications as listed in Section 2.0(b). The Contractor shall provide the substitute's resume to the CO and COR as proof of qualifications prior to them performing any services.

(d) **Confidentiality and Security** The Contractor must maintain strict confidentiality regarding all interactions and materials handled by the employee. This includes Personally Identifiable Information (PII), medical information, confidential and proprietary government documents, specific PAS tasks, and similar sensitive information. PAS providers shall not perform any official USPTO work duties or medical care.

Performance Requirements Summary (PRS)

Performance Objective	PWS Reference	Acceptable Quality Level (AQL)	Method of Surveillance	Consequence / Remedy for Not Meeting AQL
Punctuality and Attendance Contractor arrives on time at the specific location of service **delivery.**	1.5(b) 3.0(a)	**95%** on-time arrival rate per month.	100% Inspection via Weekly Status Reports; Feedback from supported USPTO employee and Government POC.	Re-performance (substitute provided immediately); Documented in CPARS (Contractor

				Performance Assessment Reporting System); Potential invoice deductions for unstaffed hours
Unscheduled Absence Notification **Contractor provides** notice of absence by 5:00 AM and immediately provides a substitute	3.1	100% Compliance	COR / POC monitoring; Weekly Status Reports.	Immediate provision of substitute; Documented in CPARS.
Quality of Personal Assistance Contractor provides dignified and effective assistance with ADLs **.**	2.0(a)	**98%** positive feedback rate from the supported employee.	Periodic inspection by COR/POC; Direct feedback.	Immediate corrective action and/or replacement of the PAS provider; Documented in CPARS.
Safety **Contractor provides dignified and effective assistance with ADLs**	2.0(a) 2.0(b)	Zero (0) instances of unsafe physical transfers or neglected hygiene needs.	Direct feedback/complaints; Incident reports.	Immediate replacement of the PAS provider; Documented in CPARS.
Confidentiality Contractor maintains strict confidentiality of PII and medical information.	2.0(f)	**Zero (0)** breaches of confidentiality or privacy.	Direct observation; Feedback from supported employee.	Immediate removal of the PAS provider; Potential contract termination.
Prohibited Activities Contractor refrains from performing official USPTO work duties or medical care.	2.0(f)	**Zero (0)** instances of performing prohibited official work or medical duties.	Direct observation; Feedback from supported employee.	Immediate removal of the PAS provider; Documented in CPARS.
Routine Deliverables Contractor submits routine reports and invoices accurately and on time.	4.0	95% of routine deliverables submitted on time and accepted without revision.	Inspection by COR and Government POC.	Re-submission within one (1) business day at no additional cost.
Incident Reporting Contractor submits Incident/Accident reports within 24 hours.	4.0(d)	**100%** compliance.	Inspection by COR and Government POC.	Documented in CPARS.

3.0 **Hours of Operation**

(a) **Normal Operating Hours and Flexible Schedules** The standard hours of operation for USPTO facilities are 5:30 AM to 10:00 PM, Monday through Saturday. Supported employees may work a regular fixed schedule or a variable flexible schedule, which may involve working up to 12 hours per day within these normal operating hours. However, supported employees will work for a minimum of two hours under this contract. Because flexible schedules allow for varying start and end times, the Contractor shall strictly adhere to the specific work schedule of the assigned employee, or as otherwise directed by the Government Point of Contact (POC). The Agency will make every effort to provide the Contractor with at least 24-hours' notice regarding any last-minute schedule changes initiated by the employee.

(b) **Holidays and Scheduled Leave** Unless otherwise specified in an individual requirement, services will generally be requested during normal working hours, excluding federally recognized holidays. PAS will not be required on the following federal holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Washington's Birthday (President's Day)
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

(c) **Unplanned Office Closures and Emergencies** In the event of an unplanned USPTO facility closure due to inclement weather, natural disasters, facility emergencies, or other administrative directives (e.g., Office of Personnel Management (OPM) operating status announcements and Executive Orders), the Contractor shall not report to the closed facility. If the supported employee is granted administrative leave, or transitions to unscheduled telework where on-site PAS is not required, the Contractor's on-site services will be suspended for the duration of the closure. The Contractor is responsible for monitoring official OPM and USPTO operating status announcements and shall coordinate promptly with the Government POC or COR to confirm service requirements during any such events.

3.1 **Unscheduled Leave**

(a) **Notification Requirements** Prompt communication is required in the event of any deviation from the established work schedule. Notification of a late arrival, early departure, or unscheduled leave by either party (the Contractor personnel or the supported USPTO employee) must be communicated immediately to the appropriate Contractor and Government designees.

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(b) **Deadline for Unscheduled Absences** In the event of a full-day unscheduled absence, the absent party (or their designee) must communicate the absence no later than 5:00 AM on the day of the scheduled shift.

(c) **Contractor Substitution Requirements** Continuity of service is critical for the supported employee. If the assigned Contractor personnel is unable to fulfill their scheduled shift due to a late arrival, early departure, or unscheduled absence, the Contractor is required to provide a fully qualified substitute Personal Assistance Services (PAS) provider. The Contractor shall immediately communicate the substitute designation to the Government Point of Contact (POC), the Contracting Officer and the Contracting Officer's Representative (COR).

3.2 **Government Cancellations and Unscheduled Absences**

(a) Advance Notice Requirement In the event that the supported USPTO employee or Government Point of Contact (POC) needs to cancel scheduled Personal Assistance Services (PAS) due to unscheduled leave, illness, or other unforeseen circumstances, the Government must communicate this cancellation to the Contractor at least 24 hours prior to the scheduled start time of the service.

(b) Late Cancellation Fee If the Government fails to provide the required 24-hour advance notice of an unscheduled absence or cancellation, the Contractor is authorized to bill the Government a late cancellation fee of $250.00 for that scheduled service day.

4.0 **Deliverables**

(a) **Weekly Status Report (WSR)** The Contractor shall submit a Weekly Status Report (WSR) summarizing the performance and activities of the preceding week. The initial WSR shall be submitted on the first business day of the week following the Contractor's start date, with subsequent reports submitted weekly thereafter. The Government Point of Contact (POC) will review and make a final determination on the format of the WSR. If corrections are required, the Contractor shall submit a revised report within one (1) business day. At a minimum, the WSR shall include:

- **Duties Performed:** A general summary of the types of personal assistance services provided.
- **Accidents/Incidents:** A summary of any accidents, incidents, or emergency situations that occurred (referencing any detailed incident reports submitted).
- **Dates of Service:** The specific days services were provided.
- **Hours Worked:** The exact start and stop times for each day. *(Note: Overtime is strictly prohibited and will not be authorized or compensated).*
- **Client Cancellations:** Any scheduled shifts or hours canceled by the USPTO employee.
- **Unfilled Hours:** Any requested service hours that the Contractor failed to fill or staff.

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(b) **Contractor Employee Confidentiality Agreement** To ensure compliance with Section 2.0(e), the Contractor and all assigned personnel (including substitutes) must sign the USPTO Contractor Employee Confidentiality Agreement (Attachment 1). This must be submitted to the Government POC and Contracting Officer's Representative (COR) at least five (5) business days prior to the individual starting work.

(c) **Resumes and Proof of Qualifications** To ensure compliance with Section 2.0(b), the Contractor shall submit resumes as proof of qualifications for any primary or substitute PAS provider prior to their start date, or upon request from the COR or Contracting Officer (CO).

(d) **Urgent Care / Accident / Incident Reports** The Contractor shall immediately report any accidents, incidents, or emergency situations regarding the assigned employee to the Government POC via phone call, followed immediately by an email. A detailed written report of the event must be submitted to the COR within 24 hours.

(e) **Substitute Designation Notice** In the event of a late arrival, early departure, or unscheduled absence by the primary PAS provider, the Contractor must immediately communicate the designation of a qualified substitute to the Government POC, CO, and COR to ensure continuity of services.

Item Number	Task/Section	Product/Event	Delivery Date(s)	Delivery To
1	4(d)	Urgent Care/Accident/Incident Report	Immediately notification via phone followed by email; Written report within 24 hours	Via email to Government POCs and COR
2	2(e) & 4(b)	Contractor Employee Confidentiality Agreement	Five (5) business days prior to start work	Via email to Government POCs and COR
3	4(a)	Weekly Status Report	The 1st day of the next week	Via email to Government POCs and COR
4	2(b) & 4(c)	Resumes / Proof of Qualifications	Prior to start work, or upon request	Via email to COR & CO
5	2(d) & 3.1(c)	Substitute Designation Notice	Immediately upon schedule deviation	Via email to Government POCs, CO and COR

5.0 **Travel/Overtime**

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(a) No travel is required/authorized as part of this requirement
(b) No overtime is authorized as part of this requirement

6.0 **Government Furnished Property/Equipment/Information**

(a) No Government furnished property/equipment/information will be provided as part of this requirement

7.0 **Order Points of Contact**

(a) Contracting Officer (CO): Andrew Spinazzola; Andrew.spinazzola@uspto.gov
(b) Contracting Officer's Representative (COR): TBD
(c) Government POCs: TBD

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CONTRACTOR EMPLOYEE CONFIDENTIALITY AGREEMENT

Attachment 1

Certain sensitive information such as providing Personal Assistance Services (PAS) to USPTO employees with targeted disabilities, or details of performance and other personnel related issues and/or sensitive personal, technical, or political information not available to the general public, will be known to the Contractor and other personnel. This constitutes a privacy/confidentiality requirement relating to information on employees and applicants. It is imperative that Contractors and all other personnel with access to this information be thoroughly cognizant of their obligations to maintain this information according to the requirements of the Privacy Act, EEOC Guidelines and this contract. Failure to ensure confidentiality will result in the Contractor personnel involved being removed from assignment to this contract. Serious confidentiality breach may result in termination of the contract. All Contractors and other personnel with access to PAS or reasonable accommodation details must sign a written agreement in which they agree not to divulge any information about USPTO employees or applicants, or employees/applicants of other entities under this contract obtained in the course of fulfilling the requirements of this contract. These agreements should be filed with training and certification records for each person and made available to the POC upon request.

_____ _____

Signature of Contract Personnel Date

_____

Print name

_____ _____

Witness/Supervisory Authority Date

_____

Print name

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