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| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>  |  |   |  | 1. REQUISITION NUMBER   | PAGE 1 OF 52   |
|---|--|---|--|---|--|
| 2. CONTRACT NO.   | 3. AWARD.EFFECTIVE DATE<br>see Block 31c   | 4. ORDER NUMBER   | 5. SOLICITATION NUMBER<br>52PAPT301005   | 6. SOLICITATION<br>ISSUE DATE<br>February 13, 2003  |  |
| 7. FOR<br>SOLICITATION<br>INFORMATION CALL:   | a. NAME<br>Frank L. Rumph  |   | b. TELEPHONE NUMBER ( <i>No collect calls</i> )<br>(703) 306-4505  |   | 8. OFFER DUE DATE/<br>LOCAL TIME<br>MAR 7, 2003 4:00 EST |
| 9. ISSUED BY<br><br>Office of Procurement<br><br>U.S. Patent & Trademark Office<br><br>2011 Crystal Drive<br>Suite 810<br><br>Arlington, VA 22202   | CODE   | 10. THIS ACQUISITION<br><input type="checkbox"/> UNRESTRICTED<br><br><input checked="" type="checkbox"/> SET ASIDE: 100%FOR<br><br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> SMALL DISADV. BUSINESS<br><br><input type="checkbox"/> 8(A) <input type="checkbox"/><br><br>SIC:<br>NAICS: 484210& 811420<br>SIZE STANDARD: |  | 11. DELIVERY FOR<br>DESTINATION UNLESS<br>BLOCK IS MARKED<br><br><input type="checkbox"/> SEE SCHEDULE<br><br><input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 700) | 12. DISCOUNT   |
| 15. DELIVER TO<br><br>See L.11  | CODE   | 16. ADMINISTERED BY<br>see block 15   |  | CODE  |  |
| 17a. CONTRACTOR/<br>OFFEROR   | CODE   | FACILI  | 18a. PAYMENT WILL BE MADE BY<br><br>U.S. Patent & Trademark Office<br>Office of Finance - Room 802B<br>Box 17<br>Washington, DC 20231  |   | CODE   |
| TELEPHONE NO.   | <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |   | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK<br>BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM   |   |  |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/SERVICES<br><br>see Section B - SUPPLIES OR SERVICES AND PRICES/COSTS |   | 21. QUANTITY   | 23. UNIT PRICE  | 24. AMOUNT   |
| 25. ACCOUNTING AND APPROPRIATION DATA   |  |   | 26. TOTAL AWARD AMOUNT ( <i>For Govt. Use Only</i> )   |   |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE ATTACHED <input type="checkbox"/> ARE NOT ATTACHED.  |  |   | <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5. ADDENDA <input type="checkbox"/> ARE ATTACHED <input type="checkbox"/> ARE NOT ATTACHED. |   |  |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO<br><input checked="" type="checkbox"/> ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET<br>FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO<br>THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  |   | 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____<br>YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR<br>CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:         |   |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |  |   | 31a. UNITED STATES OF AMERICA ( <i>SIGNATURE OF CONTRACTING OFFICER</i> )  |   |  |
| 30b. NAME AND TITLE OF SIGNER ( <i>TYPE OR PRINT</i> )  |  | 30c. DATED SIGNED   | 31b. NAME OF CONTRACTING OFFICER ( <i>TYPE OR PRINT</i> )<br>Frank L. Rumph  |   | 31c. DATE SIGNED   |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS<br>TO THE CONTRACT, EXCEPT AS NOTED   |  |   | 33. SHIP NUMBER<br><br>PARTIAL FINAL   | 34. VOUCHER NUMBER  | 35. AMOUNT<br>VERIFIED<br>CORRECT FOR                    |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE   |  |   | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL   |   | 37. CHECK NUMBER   |
| 32c. DATE   |  | 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 ( <i>Print</i> )  |   |  |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |  | 41c. DATE   |  | 42b. RECEIVED AT ( <i>Location</i> )  |  |
|   |  | 42c. DATE REC'D ( <i>YY/MM/DD</i> )   |  | 42d. TOTAL CONTAINERS   |  |

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## **SECTION B**

### **SUPPLIES OR SERVICES AND PRICES/COSTS**

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## **SUPPLIES OR SERVICES AND PRICES**

### **B.1 CONSIDERATION AND PAYMENT**

The Contractor shall provide the reconfigurations services under this requirements contract at the prices and firm-fixed-priced rates identified in the Schedule of Prices, below. The specified firm-fixed-priced rates shall include wages, overhead, general and administrative expenses, and profit. Contractors must submit a price for each contract line item (CLIN) in the price schedule.

Contractors will complete the Pricing Table for each CLIN Number and year, unless shaded out. Shaded areas represent years where pricing is not required

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**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.2 SCHEDULE OF PRICE  
BASIC CONTRACT PERIOD**

| CLIN #       | Description of CLIN   | Total Amount |
|--------------|---|--------------|
|              |   | Base CY 03   |
| 0001         | Project Manager Fee for entire project (hourly cost times number of staff hours), including monthly electronic report   |              |
| 0002         | Develop inventory spreadsheet and standards, including typical office layouts drawn in AutoCAD  |              |
| 0003         | Inventory systems furniture in Crystal City   |              |
| 0004         | Plan systems workstations reconfigurations, including plans for individual offices drawn in AutoCAD   |              |
| 0005         | Inventory modular furniture in Crystal City   |              |
| 0006         | Recommend modular furniture reconfigurations, for furniture that is too large or wall-mounted   |              |
| 0007         | Develop list, specifications, and pricing of new systems furniture items (“parts and pieces”) to be procured  |              |
| 0008         | Finalize master move schedule by phase for systems furniture  |              |
| 0009         | Rental of warehouse space, including acceptance of product, maintaining inventory, and delivering product to new site when needed   |              |
| 0010         | In conjunction with move phases, de-install approximately 484 workstations, move product from Crystal City to Carlyle Campus, deliver product to specific offices, and reconfigure workstations with new “parts and pieces” product from warehouse. |              |
| <b>Total</b> |   |              |

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**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.3 SCHEDULE OF PRICE  
BASIC CONTRACT PERIOD**

| CLIN #       | Description of CLIN   | Total Amount |
|--------------|---|--------------|
|              |   | Base CY 04   |
| 00011        | Project Manager Fee for entire project (hourly cost times number of staff hours), including monthly electronic report   |              |
| 00012        | Develop inventory spreadsheet and standards, including typical office layouts drawn in AutoCAD  |              |
| 00013        | Inventory systems furniture in Crystal City   |              |
| 00014        | Plan systems workstations reconfigurations, including plans for individual offices drawn in AutoCAD   |              |
| 00015        | Inventory modular furniture in Crystal City   |              |
| 00016        | Recommend modular furniture reconfigurations, for furniture that is too large or wall-mounted   |              |
| 00017        | Develop list, specifications, and pricing of new systems furniture items (“parts and pieces”) to be procured  |              |
| 00018        | Finalize master move schedule by phase for systems furniture  |              |
| 00019        | Rental of warehouse space, including acceptance of product, maintaining inventory, and delivering product to new site when needed   |              |
| 0020         | In conjunction with move phases, de-install approximately 484 workstations, move product from Crystal City to Carlyle Campus, deliver product to specific offices, and reconfigure workstations with new “parts and pieces” product from warehouse. |              |
| <b>Total</b> |   |              |

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**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.4 SCHEDULE OF PRICE  
BASIC CONTRACT PERIOD**

| CLIN #       | Description of CLIN   | Total Amount |
|--------------|---|--------------|
|              |   | Base CY 04   |
| 00021        | Project Manager Fee for entire project (hourly cost times number of staff hours), including monthly electronic report   |              |
| 00022        | Develop inventory spreadsheet and standards, including typical office layouts drawn in AutoCAD  |              |
| 00023        | Inventory systems furniture in Crystal City   |              |
| 00024        | Plan systems workstations reconfigurations, including plans for individual offices drawn in AutoCAD   |              |
| 00025        | Inventory modular furniture in Crystal City   |              |
| 00026        | Recommend modular furniture reconfigurations, for furniture that is too large or wall-mounted   |              |
| 00027        | Develop list, specifications, and pricing of new systems furniture items (“parts and pieces”) to be procured  |              |
| 00028        | Finalize master move schedule by phase for systems furniture  |              |
| 00029        | Rental of warehouse space, including acceptance of product, maintaining inventory, and delivering product to new site when needed   |              |
| 0030         | In conjunction with move phases, de-install approximately 484 workstations, move product from Crystal City to Carlyle Campus, deliver product to specific offices, and reconfigure workstations with new “parts and pieces” product from warehouse. |              |
| <b>Total</b> |   |              |

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## **SECTION C**

### **DESCRIPTION/SPECIFICATION/WORK STATEMENT**

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## STATEMENT OF WORK/SPECIFICATIONS

### C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the work and meet all performance standards as specified in the Statement of Work. The Contractor shall adhere to all Government regulations concerning fire prevention, safety, alcohol and drug abuse, and environmental protection.

### C.2 BACKGROUND

This is a Request for Proposal for inventory, planning and reconfiguration services for existing systems workstations and modular furniture at the U.S. Patent and Trademark Office (USPTO).

The primary purpose of this inventory is to create an accurate survey of the systems furniture components, and to plan the reconfiguration of the systems furniture on a phased moving schedule, to fit in standard office sizes. The secondary purpose is to identify existing modular furniture at the USPTO, which is too large for future offices, or has wall-mounted items.

The planning portion includes determining what new systems product (per manufacturer, product line, and finish), will be ordered to reconfigure layouts within closed offices. The planning portion for modular furniture requires analysis of existing furniture conditions and determination as to how it can be moved and re-installed at the new facility.

The reconfiguration portion includes disassembling the systems furniture, moving it to the new location, and reconfiguring it per the approved layouts.

The USPTO is planning to relocate its employees from 18 separate buildings in Crystal City, Virginia to a new consolidated campus in Alexandria, Virginia. The campus is currently under construction and will comprise five buildings and two townhouses totaling 2.5 million square feet.

The USPTO has determined that all existing office furniture will be relocated, and that all existing systems and modular will be inventoried and reconfigured to fit standard office sizes. Inventory and planning services are to be performed beginning in March 2003 through December 2004. Reconfiguration services are to be performed tentatively beginning in October 2003 and going through May 2005.

### C.3 PROJECT DESCRIPTION

#### 3.1 Office Size

The current office space in Crystal City is of various sizes and configurations. Several open workstation areas currently exist. When the USPTO relocates to the Carlyle site in Alexandria, Virginia, it will adopt a universal grid with occupants mostly located within office areas. This will standardize all offices at a median 150 SF, with no office being less than 145 square feet. The nominal interior dimensions of a typical office are 9'-8" w x 15'-6" d. The doors will be held off the perpendicular wall by 17" (jamb included) in order to allow for a bookcase to be placed behind the door.

There will be two office types: single offices, occupying 150 SF for one person; and shared offices, with two people in a 150 SF office. Although it is envisioned that most employees will retain and relocate their freestanding furniture, there will be several hundred offices that will utilize systems furniture product.

Typically, systems furniture will be utilized in shared offices, and there may be one or two workstations within an office. Although the employees will have some determination as to location, the USPTO will like to simplify workstation layouts to be as standardized as possible, given existing panel and component sizes.

#### 3.2 Voice/data and Electrical Placement

All voice/data and electrical outlets will be at standardized placement within the office. Each employee will have access to one quadruplex receptacle and one voice/data receptacle. Since the outlets are in fixed locations in each office, the USPTO anticipates utilizing the wall outlets instead of base-feeds and cabling through panels. Therefore, it is envisioned that new open frame panels will

need to be procured for each office, so that cabling will not run through panel bases, but rather along the floor. Further, new grommets may need to be drilled in the work surfaces. Open frame panels and grommet holes will need to be quantified as part of this process. The USPTO further desires that an open frame panel have a tack board, so that the employee has maximum use of the panel furniture.

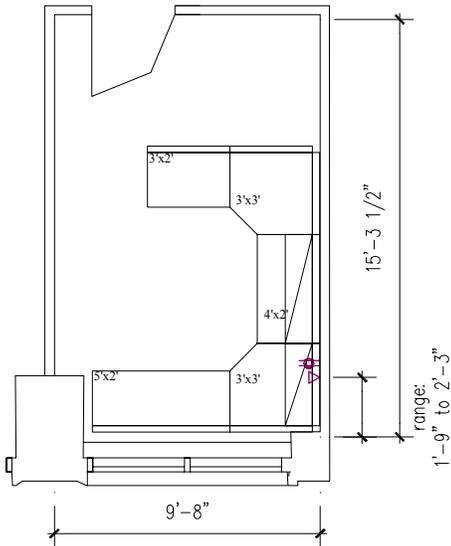
The plans illustrated in Section 3.3 illustrate the typical locations for the voice/data and electrical outlets. The symbols are represented by a triangle and an electrical outlet symbol, and dimension ranges are noted on the plans.

### 3.3 Typical Office Layouts

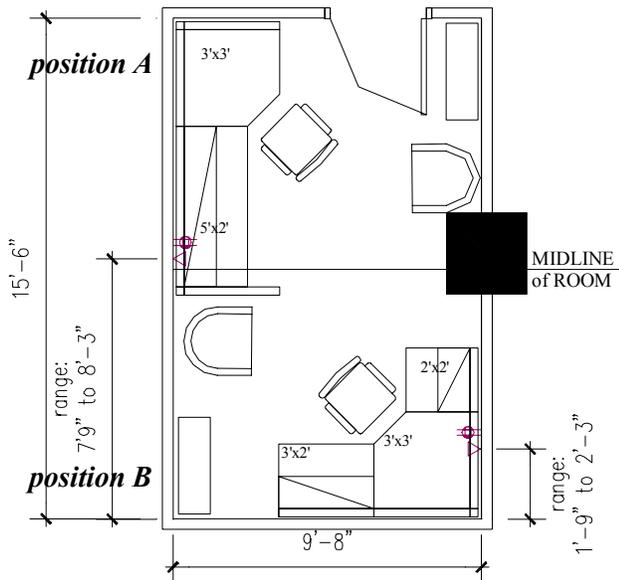
Below are examples of what the USPTO is initially anticipating for office layouts. Based on existing inventory constraints, the USPTO will be open to various office layouts given the existing sizes of the panels, and utilizing one manufacturer, product line, and finish selection per workstation.

The USPTO has a preference for uniformity in workstation sizes within and between offices of similar types, so that parity between employees is achieved.

- SINGLE OFFICE EXAMPLE**



- **SHARED OFFICE EXAMPLE**



### 3.4 Previous Panel Study

The USPTO has documented approximately 484 systems workstations within Crystal City that are available for reconfiguration. This number was derived from a systems furniture inventory that was completed in the summer of 2001 to illustrate representative manufacturers of systems furniture currently at the USPTO and to determine overall quantities, general finishes and condition.

*Attachment A* is a spreadsheet that documents workstations by overall size and manufacturers. The far left columns of the spreadsheet note where the product is currently located in Crystal City, and where it is anticipated to move, by building location in Carlyle. It is anticipated that the Contractor will utilize this inventory as a starting point for further development.

## C.4 SCOPE OF WORK: SYSTEMS FURNITURE

### 4.1 Develop Inventory Spreadsheet and Standards

In conjunction with the USPTO, the Contractor will further develop a detailed inventory spreadsheet for planning use for the Carlyle Campus. Per Section 4.3, the spreadsheet will contain all relevant information about the product needed for reconfiguration and will ultimately identify additional new product required for a future reconfiguration.

The Contractor will develop standard layouts based on office sizes and actual product that is out in Crystal City. These standards will become the guidelines for future designs within each office.

### 4.2 Inventory Systems Workstations

The USPTO plans to move all existing office furniture to the new campus, and reconfigure it into 150 SF offices, both for a single employee and for two employees within an office. As a result of this effort, there is a great deal of systems workstations that will be relocated.

The USPTO has identified approximately 484 systems workstations that are available for reconfiguration. At least eight different manufacturers have been identified. Some workstations are unidentified. Although the inventory previously compiled includes the general finishes and overall sizes of the workstations, the Contractor will validate and provide a more highly detailed inventory.

This inventory will include the manufacturer's name, product line, approximate color selections for panel fabric, laminate and trim finishes. The inventory will also include a detailed listing of components and dimensions. The Contractor will gather information

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from manufacturers to determine if the product line and applicable finishes are still in production, and available to the USPTO. The USPTO envisions that a certain inventory of “parts and pieces” will need to be procured in order to reconfigure the existing product into established prototypical layouts. If said product is available, the Contractor will request the latest catalogues, determine a point of contact for each manufacturer, and will specify and quantify all parts and pieces. The USPTO will be responsible for ordering the specified product from the various manufacturers, per the Contractor’s supplied list.

As there are some panels or components in poor condition, the Contractor may make recommendations to the USPTO for items that cannot be re-used (for example, panels with holes drilled in them). The Contractor will identify these items as surplus items, and will label them with a durable, adhesive label in the field, prior to the move.

The inventory will be an on-going process, and timeframes will be established by planned move phasing. The systems furniture inventory will be completed at least six months in advance of each move, to provide enough time for the USPTO to procure any required product.

Based on the housing study and the move schedule, the USPTO will prioritize what inventory needs to be evaluated first, and will endeavor to build “swing inventory” to allot systems furniture for future relocations. This will ensure that systems furniture can be installed in the offices prior to actual employee relocation.

The USPTO recommends that all existing product be documented using digital photography accompanied by a description of product, current location, and anticipated future location(s) and floor plan. However, the USPTO will be open to the Contractor’s organizational methodology.

#### **4.3 Plan Systems Furniture Reconfiguration**

Once product has been inventoried and identified with a particular move phase, the Contractor will plan the reconfiguration of existing systems workstations to new office sizes, as based on the standards, developed in Section 4.1. The Contractor will draw individual floor plans for each office, listing actual room numbers, as based on electronically provided plans. All floor plans will be submitted electronically in AutoCAD and in hard copy for approval to USPTO, at regular meetings.

#### **4.4 Develop List of New Items to be Procured**

Following the development of the systems furniture inventory and after finalizing office plans based on current product, the Contractor will develop a master list of “parts & pieces” required for reconfiguration. This list will detail manufacturer’s current product numbers and specifications, and the spreadsheet will note when the particular product is needed per the move schedule.

To achieve this, the Contractor will have experience with various systems’ furniture manufacturer’s product offerings, and understand the hardware required to re-build a workstation. It is absolutely essential that the “parts and pieces” list be wholly complete and accurate, so that as moves occur, all of the appropriate items are on hand to build workstations. The USPTO will not accept the lack of available product to affect move time frames, as employees are on production time and must be in a complete office on the day following the move. For this reason, it is imperative that the Contractor work with USPTO to develop contingency plans or other agreed-upon methodology.

#### **4.5 Finalize Master Moves Schedule, by Phase**

Following the review and approval of current and new inventory, the Contractor will create a master-planning document. The USPTO will supply the latest move information, and the Contractor will determine which product is to be de-installed and when and where it will be reconfigured. This documentation will be coordinated with digital photographs and the detailed inventory.

The USPTO is interested in facilitating the move schedule and reducing the amount of time for personnel moves. A critical component to that will be to develop an inventory of “swing” product that could be installed at the new site prior to the actual move.

#### **4.6 Provide Warehouse Space**

The Contractor will provide warehouse space for delivery of product that is specified under Section 4.2 as “parts and pieces”. All “parts and pieces” will be ordered in government fiscal years 2003-2004 by the USPTO, per the Contractor’s inventory list of required items for reconfiguration. The USPTO will coordinate shipment of new product to the Contractor’s warehouse. The Contractor will verify when specific orders have arrived at the warehouse.

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The Contractor will maintain an updated inventory of all items at the warehouse. When a planned move requires new product, that product will be removed from the warehouse by the Contractor and delivered to the identified location, for reconfiguration with existing furniture by the Contractor.

#### **4.7 Reconfiguration Services**

The Contractor will provide appropriate installation personnel to de-install existing systems furniture product and relocate it to the correct room number at the new site. The Contractor will reconfigure the product within each office per the approved AutoCAD drawings. As stated under Section 3.6, these reconfiguration services may require the delivery of new product (“parts and pieces”) from the warehouse.

Since the moves will continue over a period of two years, it is essential that the Contractor provide staff with expertise in de-installing and re-installing various manufacturers’ product.

### **C.5 SCOPE OF WORK: MODULAR FURNITURE**

#### **5.1 Modular Furniture Inventory**

The USPTO has a large amount of modular furniture, which is planned to move to the Carlyle Campus. However, there will likely be some scenarios where larger office furniture may not fit into the defined size of the new offices. That furniture will need to be identified in advance of the move. In addition, as there will not be any blocking in the walls at the new campus for support, the USPTO is requiring the Contractor to identify furniture that is wall-mounted.

The Contractor will walk-through the current Crystal City space and document conditions where modular furniture may not easily be relocated, as it is either too large or wall-mounted.

The Contractor will comply with the same procedures as listed under Systems Furniture Inventory, 4.2.

The inventory will be an on-going process, and timeframes will be established by planned move phasing. The modular furniture advisement will be on an ongoing basis, but the inventory will be completed at least four months prior to each move.

#### **5.2 Recommend Solutions Regarding Modular Furniture Relocation**

As stated under Section 4.1, a certain amount of modular furniture will be identified as being either too large to move, or wall-mounted. The Contractor will provide alternatives for the identified furniture as to whether it can be field-cut, modified off-site, or whether it can have supports built to support anything that’s currently wall-mounted. The USPTO will consider Contractor proposed solutions. However, the contractor will not be allowed to supply items it recommends.

The USPTO will meet with the Contractor on a monthly basis to review the Modular Furniture inventory to date and to discuss alternatives and determine a direction.

**NOTE:** The USPTO will establish a separate contract with contractor(s), other than the awardee, should the USPTO move forward with any of the proposed solutions.

### **C.6 DEFINITIONS**

**Modular Furniture:** Freestanding Furniture, consisting of standard components for flexible use, that is bolted or assembled together, but is not dependent on panels for support or power.

**Systems Furniture:** Furniture, consisting of standard parts and interrelated pieces forming a whole, that usually requires panels for support and power.

**Reconfiguration:** Disassembling systems and modular furniture from one particular footprint and furniture configuration, moving it to the new location, and reconfiguring it per approved layouts into a different design, occasionally using or losing various parts and pieces.

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## C.7 PERSONNEL

The Contractor shall provide all necessary management, supervision, personnel, and labor that are required to perform the work. The Contractor shall designate an individual as Project Manager who shall be responsible for ensuring acceptable performance of all assigned tasks. The USPTO requires a full-time Project Manager to perform on-site under the contract. The Project Manager shall have full authority to act for the Contractor under this contract.

The Project Manager or a designated representative shall be available to meet with the COTR or her designated representative to discuss problems as they arise. The Project Manager or representative shall respond within four work hours after receiving notification that such a meeting is required. The Contractor shall provide the telephone number of the person(s) to call should the need arise.

The Contractor's personnel must be readily recognizable as such while at USPTO. The Contractor shall provide the COTR with a list of employees authorized to work at the USPTO facilities. The USPTO will provide the Contractor's personnel with USPTO identification badges. Further, the Contractor shall be responsible for acquiring an appropriate number of company badges at his/her own expense. It is mandatory for the Contractor's personnel to wear both the company badge (which clearly indicates the company name, the employee's name, and the employee's picture is optional) and the USPTO identification badges. USPTO identification badges must be returned to the COTR or designee upon separation of an employee or upon completion of the contract.

All Contractor personnel working on this contract will be subject to a suitability investigation by the Government. Any adverse information discovered during this investigation may be cause for removal.

## C.8 WORKDAYS AND EXCEPTIONS

On regular workdays, the Contractor shall have access to USPTO premises during the hours of 7:30 AM to 5:30 PM, or as coordinated thru USPTO personnel.

**Hours of Operation** The Contractor shall provide the services Monday-Friday, except for Federal holidays, during the hours and at the locations specified in **C.9 PROJECT LOCATIONS AND SCHEDULE**

The Contractor shall provide to the COTR, the names of the individuals who will be working. During all non-regular work periods, when the Contractor or his/her personnel have approval to work on the USPTO premises, a Government Representative must be present in the area. The Government will not guarantee the availability of heating or cooling of the workspace or other administrative services during non-regular work periods.

With the exceptions noted in the preceding paragraphs, the Contractor shall not be permitted on the USPTO premises during USPTO security hours (8:30 PM to 5:00 AM) on weekends or on the Federal holidays listed below, or their equivalent except by prior approval of the COTR. To receive approval, the Contractor must submit a request in writing which lists, as a minimum, the names of the individuals who will be working, and the area(s) where work will be performed.

## FEDERAL HOLIDAYS

|                                    |                  |
|------------------------------------|------------------|
| New Year's Day                     | Labor Day        |
| Martin Luther King, Jr.'s Birthday | Columbus Day     |
| Presidents' Day                    | Veterans' Day    |
| Memorial Day                       | Christmas Day    |
| Independence Day                   | Thanksgiving Day |

The COTR will notify the Contractor when early release of Federal employees has been authorized.

## C.9 PROJECT LOCATIONS AND SCHEDULE

### 9.1 Existing Locations in Crystal City

The Contractor will walk through the eighteen buildings, in coordination with USPTO, in order of planned moves to the Carlyle campus. The USPTO will submit detailed information regarding the move order to the Contractor.

The USPTO currently occupies space in the following buildings in Crystal City:

- Crystal Gateway 2 and 4
- Crystal Mall 1
- Crystal Park 1,2,3 and 5
- Crystal Plaza 1,2,3,3/4,4 and 6
- Crystal Square 2,4 and 5
- North Tower
- South Tower

The USPTO has catalogued access and availability of each loading dock, and will provide that information to the selected Contractor, for use in planning purposes during the de-installation and move process.

*Attachment B* illustrates a map of the Crystal City buildings, in Arlington Virginia.

### 9.2 Future Locations at Carlyle Campus

The USPTO will occupy five buildings and two townhouses at the new campus, which are named as follows:

- Madison Building, East Wing (“AE”) and West Wing (“AW”)
- Knox Building (“B”)
- Jefferson Building (“C”)
- Randolph Building (“D”)
- Remsen Building (“E”)
- Carlyle Townhouse (“TE”)
- Elizabeth Townhouse (“TW”)

With the exception of the townhouses, each building has a loading dock. All buildings have a freight elevator. The USPTO will provide availability schedules to the selected Contractor for use in planning purposes during the move and re-installation process. The Contractor must be aware that various trades will be in the building at one time, so the freight elevator and loading dock schedules must be coordinated in advance.

*Attachment C* illustrates a map of the buildings located at the Carlyle Campus, in Alexandria Virginia.

### 9.3 Tentative Schedule of Building Acceptance

The following dates are tentative and may be accelerated. The USPTO will keep the selected Contractor aware of current construction and occupancy schedules, so that changes may be continually monitored.

| <b>Building Name</b>             | <b>Approx. Usable Square Feet</b> | <b>Tentative Date of Occupancy</b> |
|----------------------------------|-----------------------------------|------------------------------------|
| Remsen Building “E”              | 326,938                           | October 2003                       |
| Jefferson Building “C”           | 304,354                           | October 2003                       |
| Carlyle Townhouses “TE”          | 24,980                            | November 2003                      |
| Madison Building, East Wing “AE” | 368,172                           | October 2004*                      |
| Madison Building, West Wing “AW” | 369,696                           | November 2004*                     |

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| Randolph Building "D"     | 326,938 | December 2004* |
| Elizabeth Townhouses "TW" | 42,313  | February 2005* |
| Knox Building "B"         | 305,771 | May 2005*      |

\*Dates may be accelerated.

#### 9.4 Warehousing Time Frame

As the buildings are to be occupied between October 2003 and May 2005, it is likely that the USPTO will require warehouse space for required "parts and pieces" product inventory during the same time frame, though the majority of the product is anticipated to be utilized in the Madison Building.

#### 9.5 Housing Schedule

Refer to Attachment 1 for a list of existing systems product and its current building locations and anticipated future locations. The spreadsheet provides an indication of the quantity of current workstations that will be relocated to the new campus, based on tentative occupancy dates

### C.10 PROJECT MANAGEMENT

The Contractor shall provide all necessary management, supervision, personnel, and labor that are required to perform the work. The Contractor shall have a Project Manager who will coordinate inventories, manage the planning, inventory receipt, and reconfiguration aspects. The Project Manager will be available for a two-year commitment, starting in early March 2003. This person will be responsible for providing on-going recommendations as related to systems and modular furniture. The USPTO deems it essential that this person has experience in the furniture industry, and can work on-site with USPTO personnel in the ongoing process of planning the move. If deemed acceptable to the Contractor and the USPTO, an on-site desk, computer and phone will be provided for the Contractor's Project Manager.

#### Meeting Schedules

The Project Manager will conduct monthly meetings with USPTO staff to review required deliverables and overall project status. In addition, the Project Manager will be available on a flexible schedule for ad-hoc meetings, as required with USPTO staff to provide consultation and advice regarding relocation of systems and modular furniture

### C.11 STANDARDS OF CONTRACT EMPLOYEE PERFORMANCE

Any persons employed by the Contractor and assigned to perform work specified in this contract shall always be under the control and full responsibility of the Contractor. During all operations on USPTO office sites the Contractor shall comply with all rules and regulations governing the conduct of personnel on these premises as established by the USPTO and all other applicable Government bodies.

### C.12 CONTRACTOR PERFORMANCE REQUIREMENTS

- (a) The Contractor shall prescreen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be a U.S. Citizen, or if a non-U.S. citizen, must be legally qualified to be employed under this contract.
- (b) Prior to commencing work under this contract, the Contractor shall submit or have their employees submit the forms and number of copies delineated by the Office of Security in the Personnel Security Manual to the COTR for processing. Among those forms are (1) Questionnaire for Non-Sensitive Positions, (2) Fingerprint Chart, and (3) releases. Directions as to which form(s) are applicable **will** be provided by the servicing Security Officer.
- (c) The Contractor, when notified that the Government rejected the suitability assessment forms, shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this contract.
- (d) The Contractor shall immediately and permanently remove any employee from any work requiring access to U.S. Patent and Trademark buildings or facilities if so directed in writing by the Contracting Officer.

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### **C.13 REPORTING**

Unless otherwise specified, all documents and or reports prepared and submitted by the Contractor to the Government under this contract shall include the information listed below on the cover page of each document/report..

- (a) name and business address of the Contractor,
- (b) contract number,
- (c) name, position and location of the Contracting Officer's Technical Representative, and
- (d) date of report and time period covered.

### **C.14 TASK ORDER**

All CLIN's will be ordered by issuance of a task order, which will provide specific description of the service(s) required, the required date for completion, and the firm fixed price for the work performed.

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## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer's Technical Representative (COTR) will perform inspection and acceptance of reconfigured furniture (System Workstations and Modular furniture) and services to be provided under this contact.
- (b) Inspection and acceptance will be performed in the buildings at the Carlyle campus, where systems furniture is reconfigured. The buildings where this may occur are:
- :
- Madison Building, East Wing ("AE") and West Wing ("AW")
  - Knox Building ("B")
  - Jefferson Building ("C")
  - Randolph Building ("D")
  - Remsen Building ("E")
  - Carlyle Townhouse ("TE")
  - Elizabeth Townhouse ("TW")
- (c) The reconfigured furniture, and services, shall fully comply with the Statement of Work. The Government will inspect the reconfigured furniture, and services, provided by the Contractor on a random basis to ensure compliance with the performance and quality requirements specified in the Statement of Work. The Contracting Officer's Technical Representative will inspect and document the results of Government quality control activities under this contract. The Contractor will be provided with a copy of the Government Quality Control Form. The Government will perform inspection and acceptance of reconfigured furniture, and services to be provided under this contract.
- (d) The Contractor is required to provide an inspection system to assure that all services will conform to contract requirements and meet the acceptance criteria detailed in the Statement Of Work. The Contractor must perform all inspections required by the Government. The inspection system must be documented and available for review by the COTR upon request.
- (e) Inspection must be prescribed by clear, complete and current instructions. The Contractor's criteria for acceptance and rejection must be stated. The Contractor must take prompt action to correct conditions, which could have, or did result in nonconformance to the quality requirements and acceptance criteria of the contract.

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## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

| Clause    | Title                    | Date       |
|-----------|--------------------------|------------|
| 52.242-17 | Government Delay Of Work | April 1984 |

### PERIOD OF PERFORMANCE

The effective period of the contract is from, March 2003 through, May 2005, with provisions to exercise one additional option period. The total duration of this contract with all options exercised is 26 months. The options are defined in Section H, Clause H.2.

### DELIVERY LOCATION AND HOURS OF PERFORMANCE

The Contractor shall provide the services Monday - Friday, except for Federal Holidays, during the hours and at the locations specified below.

**NOTE: Reconfiguration Services maybe required on Saturdays.**

#### Locations in Crystal City:

- Crystal Gateway 2 and 4
- Crystal Mall 1
- Crystal Park 1,2,3 and 5
- Crystal Plaza 1,2,3,3/4,4 and 6
- Crystal Square 2,4 and 5
- North Tower
- South Tower

#### Future Locations at Carlyle Campus:

- Madison Building, East Wing ("AE") and West Wing ("AW")
- Knox Building ("B")
- Jefferson Building ("C")
- Randolph Building ("D")
- Remsen Building ("E")
- Carlyle Townhouse ("TE")
- Elizabeth Townhouse ("TW")

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## REPORTS

(a) Delivery of reports, unless otherwise specified shall be made to the following:

Mrs. Vickie Bryant  
United States Patent and Trademark Office  
Office Of Space Acquisition  
2011 Crystal Drive  
RM 717  
Arlington, VA 22202

(b) Unless otherwise specified, all reports prepared and submitted by the Contractor shall contain the information specified in the Statement of Work under section **C.15 REPORTING**. The reports detailed in that section shall be submitted at the times specified; other reports may be requested at the discretion of the COTR.

|                     |                                     |   |               |
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## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

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## **SECTION G -- CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION**

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

#### **(a) Contracting Officer**

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

#### **(b) Contracting Officer's Technical Representative**

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

### **G.2 CONTRACTING OFFICER'S AUTHORITY**

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

### **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) TECHNICAL DIRECTION**

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

Mrs. Vickie Bryant  
United States Patent and Trademark Office  
Office Of Space Acquisition  
2011 Crystal Drive  
PK-1, RM 717  
Arlington, VA 22202

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

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

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

|                     |                                     |   |               |
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(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

**G.4 CONTRACT ADMINISTRATIVE OFFICE**

This contract will be administered by:

NAME: Frank L. Rumph  
Contracting Officer  
ADDRESS: U.S. Patent and Trademark Office  
Office of Procurement  
2011 Crystal Drive  
Crystal Park One - Suite 810  
Arlington, VA 22202  
PHONE 703.306.4505

**G.5 GOVERNMENT-FURNISHED PROPERTY**

(a) The Government shall provide the following item(s) of Government property to the Contractor for use in the performance of this contract:

**One Office Workstation with telephone (local calls only) and computer, with attached printer.**

**G.6 GOVERNMENT PROPERTY -- FACILITIES USE**

In the performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, for the following Government-owned facilities. The facilities shall be used and maintained in accordance with the provisions of the "Government Property (Facilities Use)" clause.

**One workstation located at:**

**United States Patent and Trademark Office  
Office Of Space Acquisition  
2011 Crystal Drive  
PK-1, RM 717  
ARLINGTON, VA 22202**

**G.7 STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized.

**G.8 ELECTRONIC PAYMENT INFORMATION**

(a) The information required by the clause at FAR 52.212-4, shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office  
Office of Finance, Box 17  
Crystal Park One, Suite 802  
2011 Crystal Drive  
Arlington, VA 22202

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

**G.9 INVOICING AND PAYMENT INSTRUCTIONS**

(a) Invoice hard copy (one original and on copy) shall be submitted simultaneously as follows:

**ORIGINAL**

**COPY**

U.S. Patent and Trademark Office  
Office of Finance  
Crystal Park One  
Suite 802  
Washington, DC 20231

U.S. Patent and Trademark Office  
Office of Space Acquisition  
Room 717  
Arlington, VA 22202  
Attn: Mrs. Vickie Bryant

(b) To constitute a proper invoice, the invoice must include the following information and/or attached Documentation:

- (1) Name of business concern, invoice number and invoice date.
- (2) Contract number and delivery order number
- (3) Description, quantity, unit price, and total price of services actually rendered.
- (4) Payment terms
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating Documentation or information as required by the contract.

(c) To assist the Government in making timely payments, the Contractor shall furnish additional information as requested.

(d) Invoices shall be submitted on a monthly basis after such time as all other products or services ordered under the corresponding task order have been inspected, accepted, and delivered, for that month.

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**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational and consultant conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational and consultant conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate or neutralize the actual or potential conflict.
- (c) Remedies - The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational and consultant conflict of interest. If the Contractor was aware of a potential organizational and consultant conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract or consultant agreement there under.

### H.2 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-FIXED PRICE CONTRACT

- (a) The Government has the option to extend the effective period of this contract for two (2) additional period(s). If more than sixty (60) days remain in the effective period of the contract, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last thirty (30) days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last thirty (30) day period. This preliminary notification does not commit the Government to exercise the option.
- (b) Exercise of an option shall result in the following modification:

The "Option to Extend the Term of the Contract" clause in Section I Contract Clauses is modified to reflect each respective option period as follows:

| <b>PERIOD</b> | <b>START DATE</b> | <b>END DATE</b> |
|---------------|-------------------|-----------------|
| Base Year     | March 24, 2003    | March 23, 2004  |
| Option I      | March 24, 2004    | March 23, 2005  |
| Option II     | March 24, 2005    | May 23, 2005    |

### H.3 INSURANCE COVERAGE

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

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$ 100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

- (b) General Liability.

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(1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property Damage liability insurance shall be required in the amount of \$500,000, and Facility Property Damage up to \$1,000,000.00.

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

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

#### **H.4 KEY PERSONNEL**

(a) The Contractor shall assign to this contract the following key personnel:

##### **Project Manager**

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

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

#### **H.5 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government or that is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

#### **H.6 DUPLICATION OF EFFORT**

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

#### **H.7 CONTRACTOR EMPLOYEE SUITABILITY ASSESSMENT PROCEDURES**

Contractor employees suitability assessment processing by the USPTO's Office of Security must satisfy Critical-Sensitive security level requirements as described below. Additionally, the procedures contained in the "Investigative Procedures for Non-Employees" is hereby incorporated.

Contractor shall pre-screen its employees to ensure that they are US citizens or non-US citizens whose employment by the Contractor will not affect their immigration status.

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Prior to commencing work under this contract, the Contractor shall submit, or have its employees submit, the forms and number of copies thereof delineated by the Office of Security in the Personnel Security Manual of the Department of Commerce to the COTR for processing. Among those forms are 1) Questionnaire for Non-Sensitive Positions, 2) Fingerprint Chart, and 3) Releases. Instructions as to which form(s) are required will be provided by the servicing Security Officer.

Should the USPTO reject the suitability assessment forms of a Contractor employee, the Contractor shall either have the forms made compliant and resubmit them, or withdraw the employee from consideration for work under this contract.

The Contractor shall immediately comply with a written request from the Contracting Officer to remove a Contractor employee from any task requiring access to USPTO or Department of Commerce premises.

Failure to comply with the suitability processing requirements may result in termination of the contract for default.

The USPTO's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The USPTO may, at its discretion, repeat the suitability processing on any Contractor employee or expand the investigation to resolve issues.

The USPTO will inspect and either accept or reject the Contractor's suitability assessment forms as delineated in the Personnel Security Manual.

The USPTO will notify the Contractor in writing when any of the following occur: a Contractor employee is acceptable based on the suitability checks and assessment conducted; a Contractor employee is unacceptable based on the suitability checks and assessment processing; or a Contractor's employee or prospective Contractor employee is barred from working on government facilities because of any of the following: conviction of a felony; a significant history of violent behavior or moral turpitude; falsification of information entered on suitability screening forms or other documents submitted to the USPTO; improper conduct once performing on the contract, including criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the USPTO regardless of whether the conduct was directly related to the contract; any behavior judged to pose a threat to personnel, property, or programs of the USPTO.

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**SECTION I**

**CONTRACT CLAUSES**

|                     |                                     |   |               |
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## SECTION I -- CONTRACT CLAUSES COMMERCIAL ITEMS

### I.1 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- A. **Project Manager's Resume**
- B. **Experience with Products in the Furniture Industry**
- C. **Capabilities Statement**
- D. **Past Performance**
- E. **Organizational Methodology**
- F. **Staffing**
- G. **Price**

All evaluation factors other than price, when combined, are significantly more important than price. The evaluation factors listed above are in descending order of relative importance, as follows:

- Factor A, Project Manager's Resume and Factor B, Experience with Products in the Furniture Industry are of equal value
- Factor C, Capabilities Statement and Factor D, Past Performance are of equal value
- Factor E, Organizational Methodology
- Factor F, Staffing
- Factor G, Price

The Government will perform concurrent but separate evaluations of each part of the proposal, including the price. The strengths and weaknesses will be identified for all factors

#### **A. Project Manager's Resume**

The offeror's Project Manager resume will be evaluated to determine the offeror's ability to provide qualified personnel to manage this contract. The resume will be evaluated for qualifications and expertise appropriate to the task indicated in Section C.3, as evidenced by the Project Manager's experience and demonstrated accomplishments in related or similar work.

#### **B. Experience with Products in the Furniture Industry**

The evaluation of the Offeror's experience will be a subjective assessment of the breadth and depth of the offeror's past experiences. The USPTO will evaluate the offeror's experience in the following five (5) areas:

1. Systems Workstations
2. Modular Furniture
3. Furniture Specifications
4. Furniture Reconfiguration
5. Warehousing and Installation

#### **C. Capabilities Statement**

The USPTO will evaluate the offeror's capabilities statement to determine if significant knowledge skills and abilities are present to successfully carry out the scope of service identified in Section C.

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#### **D. PAST PERFORMANCE**

1. Offeror's past and present performance in providing identical or similar products and services in programs of relevant size and complexity.
2. The USPTO will consider overall customer satisfaction with the business relationship and management responsiveness.

In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated favorably on past performance. Past performance information obtained will be used for both responsibility determination and the best value decision. Offerors may provide information on problems encountered on the identified contracts and the Offeror's corrective actions.

#### **E. ORGANIZATIONAL METHODOLOGY**

The offeror's workplan detailing the staffing and methodology proposed to be used to accomplish §C.4 and §C.5 will be evaluated.

#### **F. STAFFING**

The offeror's list of proposed staffing to be used in phases of the workplan will be evaluated.

#### **G. PRICE**

The USPTO will evaluate the Offeror's pricing for all CLIN items listed in Section B. The price will be reviewed and analyzed in depth, but will not be scored. The USPTO will evaluate the Offeror's proposal and pricing utilizing the maximum quantities of all CLIN items for the base and option years listed in Section B. The USPTO will conduct a price analysis to determine that prices are reasonable and realistic with relation to the current marketplace.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### **Oral Presentation**

Upon completion of the initial evaluation of proposals, the Government will invite those offerors who have been included in the competitive range to deliver an oral presentation on the Project Manager's expertise in the area of inventory, planning and reconfiguration, to review the offeror's staffing structure, and to discuss the organizational methodology to complete the project. The oral presentation will be evaluated using the same non-price factors listed above.

#### **I.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JULY 2002)**

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

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(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

**"Service-disabled veteran-owned small business concern"-**

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

**"Veteran-owned small business concern" means a small business concern-**

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**"Women-owned small business concern" means a small business concern-**

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
  - (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (3) Taxpayer Identification Number (TIN).
    - TIN: \_\_\_\_\_.
    - TIN has been applied for.
    - TIN is not required because:
    - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - Offeror is an agency or instrumentality of a foreign government;
    - Offeror is an agency or instrumentality of the Federal Government.
  - (4) Type of organization.
    - Sole proprietorship;
    - Partnership;
    - Corporate entity (not tax-exempt);
    - Corporate entity (tax-exempt);
    - Government entity (Federal, State, or local);
    - Foreign government;
    - International organization per 26 CFR 1.6049-4;
    - Other \_\_\_\_\_.
  - (5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

| Number of Employees                  | Average Annual Gross Revenues                      |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51-100      | <input type="checkbox"/> \$1,000,001-\$2 million   |
| <input type="checkbox"/> 101-250     | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500     | <input type="checkbox"/> \$3,500,001-\$5 million   |
| <input type="checkbox"/> 501-750     | <input type="checkbox"/> \$5,000,001-\$10 million  |
| <input type="checkbox"/> 751-1,000   | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

|                     |                                     |   |               |
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(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and  
(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or  
(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-North American Free Trade Agreement-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

| Line Item No. |
|---------------|
| _____         |
| _____         |
| _____         |

[List as necessary]

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- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| _____              | _____                      |
| _____              | _____                      |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

|                     |                                     |   |               |
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**I.3 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB2002).**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.

**I.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (MAY 2002).**

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
  - (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

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- \_X\_ 3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_ (ii) Alternate I to 52.219-5.
- \_ (iii) Alternate II to 52.219-5.
- \_X\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- \_X\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_ (ii) Alternate I of 52.219-23.
- \_ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_X\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- \_X\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- \_X\_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- \_X\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- \_ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- \_ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- \_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_ (18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).
- \_ (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- \_ (ii) Alternate I of 52.225-3.
- \_ (iii) Alternate II of 52.225-3.
- \_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- \_ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- \_X\_ (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- \_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- \_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- \_ (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- \_X\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
- \_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

#### **I.5 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the fixed prices specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

#### **I.6 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE.**

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

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## **SECTION J**

### **LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

|                     |                                     |   |               |
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**SECTION J -- List of Documents, Exhibits and Other Attachments**

**J. 1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT**

ATTACHMENT A – SYSTEM FURNITURE INVENTORY

ATTACHMENT B – CRYSTAL CITY MAP

ATTACHMENT C – CARLYLE CAMPUS MAP

ATTACHMENT D – PAST PERFORMANCE QUESTIONNAIRE

|                     |                                     |   |               |
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## **SECTION L**

### **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

|                     |                                     |   |               |
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**SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

| Clause    | Title   | Date       |
|-----------|---|------------|
| 52.204-06 | Data Universal Numbering System (DUNS) Number | June 1999  |
| 52.237-01 | Site Visit                                    | April 1984 |

**L.2 AGENCY-LEVEL PROTEST PROCEDURES**

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

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

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

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

**II. DEFINITIONS:**

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

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

**III. PROCEDURES:**

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

Jo-Anne Barnard  
Chief Financial Officer & Chief  
Administrative Officer

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U.S. Patent & Trademark Office  
Washington, D.C. 20231  
(FAX No. 703-308-7792)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel  
U.S. Patent & Trademark Office  
Box OGC  
Washington, D.C. 20231  
(FAX Number 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation, which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening, or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

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

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

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

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

Effect of protest on award and performance:

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

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

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

#### **IV. REMEDIES:**

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

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

### **L.3 EVALUATION OF PROPOSALS**

The USPTO will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of the RFP.

Following evaluation of the proposals, the USPTO will establish a Competitive Range consisting of the most highly rated vendor. Those that qualify may be invited to participate in an oral presentation prior to award. See L.10.

The USPTO will make its final evaluation and award based on the merits of the proposal and the oral presentation.

**NOTE:** In order to be considered for award, offeror must indicate pricing for all CLINS for Base Year and Option Year 1.

### **L.4 INCURRING COSTS**

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

### **L.5 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS**

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.8 (Proposal Requirements).

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All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

**L.6 NO ALTERNATE PROPOSALS ACCEPTED**

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. No alternate proposals will be accepted. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

**L.7 PERIOD FOR ACCEPTANCE OF OFFERS**

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

**L.8 PROPOSAL REQUIREMENTS**

Offerors are required to submit the following in response to the solicitation:

- A. Price Proposal
- B. Capabilities Statement
- C. Past Performance
- D. Experience with Products in Furniture Industry
- E. Resume of Project Manager
- F. Proposed Organizational Methodology
- G. Proposed Staffing List

**A. Price Proposal**

Offerors shall provide firm fixed price proposal in accordance with Section B

**B. Capabilities Statement**

The Capabilities Statement shall not exceed (3) pages. This description must include, at a minimum:

- 1. Technical capabilities to complete this project, including experience in managing and performing similarly sized projects.
- 2. Resource capabilities, including the ability to provide skilled personnel to complete all aspects of this project.

**C. Past Performance**

Copies of the Past Performance Questionnaire shall be forwarded by the Offeror to at least three, but not more than five, clients with whom the Offeror has completed work within the last five years. The Past Performance Questionnaire can be found in Attachment 4 The clients must fill out the forms and return them directly to the USPTO by the identified date. If the USPTO does not receive three forms for the Offeror, the past performance rating will be scored appropriately.

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The Offeror shall provide current points of contact (Contracting Officer and COTR), point of contacts' telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, and description of the work performed for at least three (3) Government and/or commercial contracts.

If a subcontractor or teaming arrangement is proposed, the Offeror shall provide current points of contact (Contracting Officer and COTR), point of contacts' telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts that each proposed subcontractor has accomplished.

Any information found to be unreliable may result in a negative rating to the offeror. If a prime Contractor is not able to provide three (3) references, and its subcontractors are not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts. The purpose of requesting references (if available) is to provide the USPTO with an adequate sampling of past performance information in the event references fail to provide needed information or are no longer available to provide the information. As stated, if an offeror cannot provide the requisite number of references, a certification so stating is required.

The information contained in the past performance questionnaires shall be considered source selection sensitive and shall not be released to Offerors or used beyond the contract awards evaluation process.

**Notes:**

\* The USPTO reserves the right to determine which contracts submitted by the Offeror is relevant to the requirements and to utilize only those references.

\* In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated favorably on past performance.

\* By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that USPTO cannot contact the referenced individuals within a reasonable time frame, the past performance reference may not be considered.

**D. Experience with Products in the Furniture Industry.**

The offeror shall submit a list of furniture manufactures and systems modular furniture lines in which it has specified, reconfigured, warehoused, and installed.

**E. Resume of Project Manager**

The offeror shall submit the resume of the Project Manager to be employed in performing this contract in areas identified in the Statement of Work. The Project Manager resume will be evaluated to determine the offeror's ability to provide qualified personnel to manage this contract.

**F. Proposed Organizational Methodology**

The offeror shall submit a detailed workplan detailing the staffing and methodology proposed to be used to accomplish C.4 and C.5

**G. Proposed Staffing List**

The offeror shall submit a list of the proposed staffing to be used in phases of the workplan above.

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## L.9 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and four copies (seems excessive – how about 3-4?) on white, untextured paper;)
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- Marketing pamphlets and material are discouraged.

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. 52-PAPT-3-01005 on the outside of the package.

All proposal documents shall be received no later than 4:00 p.m., Eastern Standard Time (EST), March 7, 2003.

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service

U.S. Patent and Trademark Office  
Attn: Frank L. Rumph  
Office of Procurement  
Box 6  
Washington, DC 20231

Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office  
Attn: Frank L. Rumph  
Office of Procurement  
2011 Crystal Drive, Suite 810  
Arlington, VA 22202

When proposals are hand-carried or sent by courier service (non – USPS mail), the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

## L.10 ORAL PRESENTATION INSTRUCTIONS

Those offerors who are included in the competitive range will be asked to make a forty minute oral presentation to introduce the Project Manager, explain the firm's expertise in the area of inventory, planning and reconfiguration, to review the offeror's staffing structure, and to discuss the organizational methodology to complete the project. The offerors included in the competitive range will be notified by letter and presentations will be scheduled March 12<sup>th</sup> – 14<sup>th</sup>, 2003. The Government will determine by lottery the sequence of presentations by the offerors.

### A. OFFEROR'S PRESENTATION TEAM

The proposed Program Manager and up to two (2) additional personnel shall participate in the oral presentation. The offeror may bring no more than three (3) representatives to the oral presentation.

### B. CLARIFICATION AND DISCUSSIONS OF ORAL PRESENTATION POINTS

At the end of the forty-minute oral presentation, the Government will utilize 20 minutes for clarification of any points, which are unclear.

### C. GOVERNMENT ATTENDANCE

The oral presentation will be attended by the Contracting Officer, the Furniture Reconfiguration Technical Evaluation Team.

### D. LOCATION OF ORAL PRESENTATION

The Government will notify those offerors who are included in the competitive range of the time and USPTO location in Arlington, Virginia where their oral presentation will be held. The Government will provide a Presentation Easel and an Overhead Projector/Screen for use by the offeror. If the offeror plans to make a presentation electronically, the offeror must bring

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a laptop and projector and make notification of this to the Government, 2 days prior to the scheduled presentation. A maximum of ten minutes in advance of the presentation will be allotted for set-up of equipment. Should the equipment not work, the offeror must have another method of presentation.

**E. DOCUMENTATION FOR ORAL PRESENTATION**

The oral presentation is restricted to no more than one (1) hour including twenty minutes for clarifications. The offeror shall provide a list of names of all offeror personnel to attend the presentation, with corporate position titles, tenure with the corporation, and relationship to the SETA requirement 2 days prior to the date and time specified in the oral presentation notification letter.

**F. GOVERNMENT DOCUMENTATION FOR ORAL PRESENTATION**

Offerors are prohibited from videotaping or audio-recording their own oral presentation.

**G. ORAL PRESENTATION INSTRUCTIONS**

1. Introduce the Project Manager and discuss that person's experience in the furniture industry and specific knowledge of inventory, planning, reconfiguration, and staffing management.
2. Review the firm's expertise in completing similar projects of this complex scope and magnitude.
3. Discuss the organizational methodology for completing this project per the tasks listed in the Statement of Work.
4. Provide a matrix breakout of the proposed labor mix by labor category and skill level for the tasks outlined in the Scope of Work. Estimate man-hour totals by labor category and skill level. Provide a rationale and selection criteria for the proposed labor mix. No cost data is to be provided in this presentation.