

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 1 of 44
---------------------	-------------------------------------	---	--------------

TABLE OF CONTENTS

SECTION B -- Supplies or Services and Prices	3
B.1 Schedule of Supplies or Services/Prices and Costs	3
B.2 Ordering	3
B.3 Price Proposals	3
B.4 Schedule of Prices	3
SECTION C -- Descriptions and Specifications	4
C.1 Description/Specification/Work Statement	4
SECTION E -- Inspection and Acceptance	7
E.1 Clauses By Reference	7
E.2 Inspection and Quality Assurance Requirements	7
SECTION F -- Deliveries or Performance	8
F.1 Clauses By Reference	8
F.2 Period of Performance	8
F.3 Place of Performance	8
F.4 Reports	8
F.5 Government Holidays	8
SECTION G -- Contract Administration Data	10
G.1 Contract Administration	10
G.2 Contract Administrative Office	11
G.3 Contracting Officer's Authority	11
G.4 Segregation of Costs by Task Order	11
G.5 Submission of Invoices	11
SECTION H -- Special Contract Requirements	13
H.1 Access to Government Facilities	13
H.2 Delivery Order Procedures	13
H.3 Contract Type	13
H.4 Duplication and Disclosure of Confidential Data	13
H.5 Duplication of Effort	14
H.6 Insurance Coverage	14
H.7 Key Personnel	14
H.8 Notice To The Government Of Delays	15
H.9 Option To Extend The Term Of The Contract	15
H.10 Organizational Conflict Of Interest	15
H.11 Personnel Security Requirements	15
H.12 Supervisor Personnel Security Requirements	16
H.13 Option To Extend Services	16
SECTION I -- Contract Clauses	17
I.1 Clauses By Reference	17
I.2 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	18
I.3 Price Or Fee Adjustment For Illegal Or Improper Activity	18
I.4 Limitation On Payments To Influence Certain Federal Transactions	19
I.5 Payment by Electronic Funds Transfer--Central Contractor Registration	23
I.6 Privacy or Security Safeguards	24
I.7 Subcontracts for Commercial Items	24
I.8 Clauses Incorporated By Reference	25
I.9 Authorized Deviations In Clauses	25
SECTION J -- List of Documents, Exhibits and Other Attachments	26
J.1 Attachment Listing	26
SECTION K -- Representations, Certifications and Other Statements of Offerors	27
K.1 Certificate Of Independent Price Determination	27
K.2 Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	27
K.3 Taxpayer Identification	28
K.4 Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	29
K.5 Small Business Program Representations	30
K.6 Previous Contracts And Compliance Reports	32

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 2 of 44
---------------------	-------------------------------------	---	--------------

K.7	Affirmative Action Compliance	32
K.8	Certification of Toxic Chemical Release Reporting	32
SECTION L --	Instructions, Conditions and Notices to Bidders	34
L.1	Clauses By Reference	34
L.2	Solicitation Provisions Incorporated By Reference	34
L.3	Agency-Level Protest Procedures	34
L.4	Evaluation of Proposals	36
L.5	Incurring Costs	36
L.6	Invite and Receive Offeror's Submissions	37
L.7	News Releases	37
L.8	No Alternate Proposals Accepted	37
L.9	Period of Acceptance of Offers	37
L.10	Proposal Requirements	37
L.11	Questions and Responses	41
L.12	Submission Requirements	41
SECTION M --	Evaluation Factors for Award	42
M.1	Evaluation Of Options	42
M.2	"Best Value" Determination and Contract Award	42
M.3	Basis of Contract Award	42
M.4	Evaluation Procedures	42
M.5	Single Award	43
M.6	Unbalanced Offers	43

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 3 of 44
---------------------	-------------------------------------	---	--------------

SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SCHEDULE OF SUPPLIES OR SERVICES/PRICES AND COSTS

B.2 ORDERING

- (a) All funds for this requirement will be obligated on the basic contract. Services to be furnished under this contract shall be ordered by issuance of a delivery order by the Contracting Officer (CO).
- (b) Each delivery order will specify the authorized funding, scope of the move and required period of performance. The contractor shall acknowledge receipt of a delivery order by returning to the Contracting Officer (CO) and the Contracting Officers Technical Representative (COTR) signed copy of the delivery order within 2 workdays after its receipt. The acknowledging copy may be submitted in paper or by fax. It is anticipated that each delivery order will cover a period of time not to exceed four weeks in moving duration.
- (c) There is no guaranteed aggregate total of delivery orders issued.
- (d) All delivery orders are subject to the terms and conditions of this contract. If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail.

B.3 PRICE PROPOSALS

In order to be in compliance with the RFP requirements, offerors responding to Stage I of the solicitation are required to submit pricing information only as it pertains to the requirements of the Sample Task, provided at Section J, Attachment F. Offerors are directed to follow the instructions contained in Section L of the solicitation to ensure that all requirements for Stage I proposals have been met.

After review of the responses to Stage I of this solicitation, a limited number of offerors determined to be within the competitive range will be invited to participate in Stage II of this solicitation. In Stage II of the solicitation, offerors within the competitive range will be required to submit a detailed price proposal delineating their Firm Fixed-Price for the successful completion of Move Relocation Services per each USPTO business unit. The information provided and requested will be similar in format to that information requested in the Sample Task. The submitted detailed price proposal will be representative of the pricing to be used to establish the Section B - Schedule of Supplies or Services/Prices and will serve as the schedule of prices for award and future Delivery Order issuance.

B.4 SCHEDULE OF PRICES

(To be incorporated at time of award.)

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 4 of 44
---------------------	-------------------------------------	---	--------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 OVERVIEW

For over two centuries, the United States Patent and Trademark Office (USPTO) has played a vital role in the scientific, technical and economic development of our Nation by granting patents to inventors for their inventions and registering trademarks to companies for their products and services.

The USPTO is currently located in Crystal City, Virginia, in 18 separate office buildings. The USPTO's Office of Space Acquisition oversees the agency's effort to consolidate its operations in Alexandria, Virginia (approximately five miles from the current site) into a unified campus setting known as the Carlyle Campus. Occupancy of the new headquarters is expected to occur in three phases.

C.1.2 EXISTING CRYSTAL CITY LOCATIONS

The USPTO is currently located in Crystal City, Virginia, with about 8,000 employees and contractors in about 2 million square feet of space in 18 separate office buildings that span a distance of over a mile. Locations are shown in Figure C.1.2 in Attachment A.

C.1.3 FUTURE CARLYLE LOCATION

The USPTO Carlyle Campus, located in Alexandria, Virginia, is comprised of five buildings and two townhouse complexes as shown in Figure C.1.3 in Attachment B. Each building has eleven floors. The Madison building consists of two structures interconnected by an atrium. Townhouses have either three or five floors.

C.2 SCOPE OF SERVICES

C.2.1 SCOPE OF SERVICES BY MOVE VENDOR

The Move Relocation Services required by this Statement of Work include those services necessary to relocate furniture, non-computer equipment, packed boxes, office material, and some reference materials from the Crystal City (origin) to the Carlyle Campus (destination). The requirement also includes removing and transporting surplus furniture to the government owned warehouse located in Springfield, VA. Time is of the essence for these services. The USPTO is a production-driven organization. It is imperative that each individual move be completed within the scheduled time specified within each individual task order issued to avoid a loss of productivity by its employees. As such, it is critical that the contractor adhere to the time schedules established in each task order. Failure to adhere to the specific schedule requirements will be cause for termination of the contract. The substantial majority of the moves are scheduled for weekday evenings in order to avoid loss of productivity.

A more detailed list of required services are identified as being provided by the contractor in Attachment C.

C.2.2 SCOPE OF SERVICES BY OTHERS

This move does not include the relocation of some items, including: systems furniture, computer equipment, some libraries with their reference materials and shelving, and some special artwork.

A more detailed list of services by vendors is identified in Attachment C.

C.3 MOVE PHASING

The moves are scheduled to coincide with the construction completion of the buildings at the Carlyle Campus. As such there are three general move phases. However, the contractor must have the capacity and capability to fulfill an expedited move schedule in the event the buildings at the Carlyle Campus become available earlier than anticipated.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 5 of 44
---------------------	-------------------------------------	---	--------------

Phase I: The Remsen Building, the Jefferson Building, and the Carlyle Townhouse are scheduled for occupation between October 2003 and March 2004. It is anticipated that about 2,900 people will be moved into approximately 783,000 square feet of space.

Phase II: The Madison Building, the Randolph Building and Elizabeth Townhouse are scheduled for occupation between April 2004 and December 2004. It is anticipated that about 3,700 people will be moved into approximately 1,351,000 square feet of space.

Phase III: The Knox Building is scheduled for occupation between January 2005 and July 2005. It is anticipated that about 1,400 people will be moved into approximately 366,000 square feet of space.

C.4 MOVE PROCESS

A general move plan that indicates the detailed scope and approximate move period for each USPTO business unit will be provided in Stage II of this solicitation. The majority of the box and furniture moves are scheduled to occur during weekday evenings in order to minimize operational interferences. Moves during weekdays or weekends may include non-office type moves, such as file rooms and reference materials. Computer equipment will be disconnected and removed in the afternoon then installed the day after the move. The work associated with the computer equipment will be performed under a separate contract already issued. It is imperative that once the work begins on a specific move, the work continues to completion in order to ensure those personnel being relocated are able to begin work on the next business day.

In addition to the moving of boxes and furniture, the contractor may be requested to provide a small crew for the day before and the day after the move for various move related tasks.

C.5 GENERAL REQUIREMENTS

C.5.1 PERSONNEL

The contractor shall provide a full-time move supervisor for each crew of the relocation process. At a minimum, a move supervisor shall be provided at the origin site and destination site during a move, as well as during any miscellaneous move activities. The move supervisor shall be responsible for the compliance of all of the crew with the conditions of this contract.

C.5.2 EQUIPMENT

The contractor is expected to provide a sufficient number and type of moving equipment to efficiently and effectively conduct the move. This equipment includes, but is not limited to, such items as vehicles, dollies, stevedores, and library carts. All equipment is to be in a safe and in good working condition. Damage to government property as a result of faulty equipment is the responsibility of the contractor.

C.5.3 BUILDING PROTECTION

At Crystal City, the contractor will install, at a minimum, floor protection and corner guards at elevator lobby floors and corridors to suite entrances and service areas, in accordance with industry standard practices. At Carlyle, the contractor will install, at a minimum, floor protection and corner guards from the elevators to the main circulation corridors as indicated on Attachment D, in accordance with industry standard practices.

Minimum acceptable floor protection will be masonite sheets. The contractor shall protect any marble or stone surfaces with floor and wall coverings. In the event that elevator cab protection is not provided, the contractor shall be responsible for providing elevator cab protection.

At the end of each day's move activities, the contractor shall remove the protective materials and clean up the hallways.

C.5.4 BUILDING ACCESS AT CRYSTAL CITY

A detailed report of the existing building access conditions has been prepared for USPTO and will be available to those most highly rated offerors that remain in the competitive range and have been invited to respond to Stage II of this solicitation. The report includes details about vehicle access, loading docks, elevators, floor plan details, and facility requirements.

C.5.5 BUILDING ACCESS AT CARLYLE

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 6 of 44
---------------------	-------------------------------------	---	--------------

Access to the buildings at Carlyle is being coordinated through the Office of Space Acquisition. Each of the five main buildings has a loading dock and freight elevator. It is possible that padded passenger elevators can be used for movement of boxes. It is anticipated that at least one elevator bay will be available for the mover during scheduled moves.

C.5.6 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for contractor personnel shall be made available as required. During all operations on Government premises, contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require contractor personnel to sign in upon ingress and sign out upon egress of the Government facility.

C.5.7 COORDINATION WITH OTHERS

The moves will occur in occupied buildings in Crystal City and at Carlyle. Carlyle will be an active construction site. Therefore, it should be anticipated that other routine operations and activities would be encountered during the move. The occupancy of the Carlyle site requires numerous activities and tasks from various contractors, including another vendor relocating computer equipment and another vendor relocating reference materials. Although the move will be coordinated to minimize interferences, the move contractor should anticipate the need for some flexibility.

C.6 SPECIAL MOVE AREAS

In addition to general move requirements for the USPTO, there are several special move areas that the contractor will be responsible for while the specific details of these special move areas will be provided in greater detail in Stage II, below are examples of these areas.

C.6.1 DOCUMENT CENTERS

There are several document centers throughout the USPTO. The contractor will provide book carts to the USPTO personnel who will pack and wrap the contents. The contractor will be responsible for moving the carts to the new location, while the USPTO personnel are responsible for tracking the location of the carts and unpacking the carts.

C.6.2 REFERENCE AREAS

There are several small reference areas throughout the USPTO. The contractor will remove the contents of the reference areas from the Crystal City shelving and restack the contents at the Carlyle Campus in the same sequence as they were prior to removal.

C.6.3 CLASSIFIED MATERIALS

The move will require the relocation of some classified material. The contractor will not be required to provide additional clearance beyond the clearance required in Section H, Clause H.12. However, all items moved shall be fully escorted by authorized USPTO personnel. The contractor shall dedicate trucks to move classified materials and comply with requirements of the move.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 7 of 44
---------------------	-------------------------------------	---	--------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996

E.2 INSPECTION AND QUALITY ASSURANCE REQUIREMENTS

Contractor shall inspect the origin and destination space before and after a move and report on any damage that occurred during the move.

Contractor shall report on any damage of, probable damage of, or missing items that were moved.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 8 of 44
---------------------	-------------------------------------	---	--------------

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

F.2 PERIOD OF PERFORMANCE

Base Period: August 1, 2003 through July 31, 2004

Option Period One: August 1, 2004 through July 31, 2005

Option Period Two: August 1, 2005 through July 31, 2006

F.3 PLACE OF PERFORMANCE

Contract performance shall occur on and between the exiting USPTO locations in Crystal City, Virginia, and at the new USPTO location in Alexandria, Virginia, the Carlyle Campus, unless otherwise required by the Government.

F.4 REPORTS

The contractor will provide weekly and monthly production and other reports as required by the Government. At a minimum, weekly reports shall include difficulties encountered during the recent moves and suggested corrective actions, list of outstanding move items, progress towards completing the outstanding items, and suggestions for improvements. Delivery of reports shall be made to the COTR. Unless otherwise specified, all documents/reports prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document/report:

- Name and business address of the contractor.
- Contract number.
- Name, position, and location of the Contracting Officer's Technical Representative.
- Date of report and time period covered.

F.5 GOVERNMENT HOLIDAYS

For information only, the following legal holidays are observed by the USPTO. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 9 of 44
---------------------	-------------------------------------	---	--------------

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day	January 20, 2005

Any other day designated by Federal Statute, Executive Order or Presidential Proclamation.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 10 of 44
---------------------	-------------------------------------	---	---------------

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

A. Contracting Officer's Technical Representative (COTR)

(1) The COTR will be designated on authority of the CO 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 inspection necessary in connection with Contract concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of the Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property 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 this contract the responsibilities of the COTR

(2) Vickie Bryant is hereby designated as the COTR. 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 CO in writing.

NAME: Ms. Vickie Bryant
ADDRESS: U.S. Patent and Trademark Office
Office of Space Acquisition
2011 Crystal Drive
Crystal Park One, Suite 717
Arlington, VA 22202
EMAIL: vickie.bryant@uspto.gov

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

(a) 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.

(b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the scope of work, contract price, or other mutually agreed upon terms or provisions of the contract. Any Contractor request for changes shall be referred to the Contracting Officer (CO) directly or through the COTR. No such changes shall be made without the expressed prior authorization of the CO. The COTR may designate assistant COTR(s) to act for him/her by naming such an assistant in writing and transmitting a copy of such designation through the CO to the Contractor.

B. Task Manager(s)

All Task Manager(s) will be designated on authority of the CO to monitor all day-to-day aspects of task orders in conjunction with the COTR. The Task Managers will have the equivalent authority as the COTR under the contract with regard to the specific task assigned. The Task Manager(s) will be designated in all task orders.

C. Contracting Officer (CO)

All contract administration will be effected by the CO. Communications pertaining to contract administration matters will be addressed to the CO. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the CO authorizing such changes.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 11 of 44
---------------------	-------------------------------------	---	---------------

G.2 CONTRACT ADMINISTRATIVE OFFICE

This contract will be administered by:

NAME: Office of Procurement
ADDRESS: U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive
Crystal Park One - Suite 810
Arlington, VA 22202
PHONE: (703) 305-8014

Written communications to the CO shall make reference to the contract number and shall be mailed to the above address.

G.3 CONTRACTING OFFICER'S AUTHORITY

The CO is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority shall remain solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, 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.4 SEGREGATION OF COSTS BY TASK ORDER

As referenced in Section G, clause entitled, "SUBMISSION OF INVOICES," all costs shall be accumulated and invoice by individual task order for billing purposes.

G.5 SUBMISSION OF INVOICES

The Contractor shall submit proper invoices on a monthly basis for payment one (1) original and two (2) copies of each invoice shall be submitted for each delivery order. All invoices shall be submitted to the following address:

<u>Courier or Hand Delivery</u>	<u>U.S. Mail Delivery</u>
U.S. Patent and Trademark Office	U.S. Patent and Trademark Office
Office of Finance	Office of Finance
2011 Crystal Drive - Suite 802B	2011 Crystal Drive, Box 17
Arlington, VA 22202	Washington, DC 20231

To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order number (one per invoice);
- (3) Description, price, and quantity of services actually delivered or rendered;
- (4) Payment terms;
- (5) Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to whom payment is to be sent;
- (6) Period of performance covered by the invoice;

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 12 of 44
---------------------	-------------------------------------	---	---------------

- (7) Other substantiating documentation or information as required by the contract; and
- (8) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION:

I certify to the best of my knowledge and belief that the services/products shown on the invoice have been performed and are accepted.

COTR Signature

Date

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 13 of 44
---------------------	-------------------------------------	---	---------------

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility

H.2 DELIVERY ORDER PROCEDURES

All work shall be initiated only by issuance of a delivery order fully executed by the CO. The Government is only liable for the terms and conditions of this contract to the extent that a fully executed delivery order has been issued and covers the required work. Charges for any work not authorized will be disallowed. Prior to issuance of a delivery order for each specific move, a detailed move plan comprising of specific Contract Line Item Numbers (CLINS) germane to the move, will be provided by USPTO. The plan and CLINS will indicate the number of personnel and material to be relocated, their origin, their destination, and the daily schedule. The contractor shall review this information, notify the USPTO of any difficulty in performing the work as planned, and then agree upon the requirements and/or objectives to be achieved.

Upon approval of the proposal by the COTR the final delivery order statement of work will be forwarded to the CO for execution and issuance.

The Contractor shall acknowledge receipt of each delivery order by returning to the CO and COTR a signed copy of the delivery order within two (2) work days after receipt. The Contractor shall begin work on the delivery order in accordance with the effective date indicated on the delivery order.

Following execution of the delivery order, technical clarifications may be issued in writing at any time by the designated COTR to amplify or provide additional guidance to the Contractor regarding performance of the delivery order. The Contractor shall notify the CO of any instructions or guidance the Contractor considers to be a change to the delivery order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, delivery orders may be formally modified in writing by the CO to reflect changes to tasking.

Delivery orders may be placed during the period of performance of the contract. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance shall continue to be charged at the last effective rates.

H.3 CONTRACT TYPE

This is a Firm Fixed-Price, Services type contract.

H.4 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions without

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 14 of 44
---------------------	-------------------------------------	---	---------------

prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.5 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs 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 CO, 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.6 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, at 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 comingled 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. 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.

c. 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.7 KEY PERSONNEL

A. The Contractor shall assign to this contract key personnel. See Section L.10 of this solicitation.

B. During the first 180 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 CO 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 180-day period, the Contractor shall submit the information required by paragraph (c) to the CO 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 CO. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The CO 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.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 15 of 44
---------------------	-------------------------------------	---	---------------

H.8 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract the Contractor shall immediately notify the CO and the COTR, via telephone, e-mail, fax, or in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.9 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government may extend the term of this contract by unilateral modification to the contract on or before the last day-of the applicable period of performance.

If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years from the effective date of this contract.

Exercise of this option shall be in accordance with Section F clause entitled, "PERIOD OF PERFORMANCE."

H.10 ORGANIZATIONAL CONFLICT OF INTEREST

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

B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the CO. This disclosure shall include a description of actions which 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 conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the 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 which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.11 PERSONNEL SECURITY REQUIREMENTS

The move supervisor is responsible for all contractor personnel in government space under this contract.

All non-U.S. citizens to be employed under this contract must be authorized to be employed under the contract pursuant to applicable U.S. laws. The contractor shall submit to USPTO the names and social security number or work identification permit number of all personnel proposed to be working for each shift at least one working day before the shift begins. Personnel backgrounds may be checked. Personnel working for the contractor will have temporary USPTO badges issued at the beginning of each shift. The

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 16 of 44
---------------------	-------------------------------------	---	---------------

contractor personnel must visibly wear the badges at all times. At the end of each shift, the badges must be returned. Issuance of temporary badges does not signify approval for the personnel to be in USPTO areas other than that area directly required to perform the move or that the personnel will be permitted to work on subsequent moves.

H.12 SUPERVISOR PERSONNEL SECURITY REQUIREMENTS

Each move supervisor must undergo investigative processing. The investigation that will be processed by the USPTO and conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI).

The COTR, in conjunction with the contractor's Project Manager, is responsible for initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the COTR no later than 14 days before performing work on the contract.

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- a. Have official legal status in the United States; and
- b. Have continuously resided in the United States for the last 2 years.

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.
- b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
- d. Any behavior judged to pose a potential threat to USPTO personnel or property.

Failure to comply with these requirements may result in the cancellation of this contract.

H.13 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 17 of 44
---------------------	-------------------------------------	---	---------------

SECTION I -- CONTRACT CLAUSES

I.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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.219-06	Notice Of Total Small Business Set-Aside	July 1996
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-14	Limitations On Subcontracting	December 1996
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	August 1996
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program.	August 2000
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-14	Rights in Data--General	June 1987
52.228-05	Insurance - Work On A Government Installation	January 1997
52.229-03	Federal, State And Local Taxes	January 1991
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-37	Multiple Payment Arrangements	May 1999
52.233-01	Disputes	July 2002

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 19 of 44
---------------------	-------------------------------------	---	---------------

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.4 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN JUNE 1997
FEDERAL TRANSACTIONS

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 20 of 44
---------------------	-------------------------------------	---	---------------

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 21 of 44
---------------------	-------------------------------------	---	---------------

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 in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 22 of 44
---------------------	-------------------------------------	---	---------------

example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 23 of 44
---------------------	-------------------------------------	---	---------------

I.5 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- MAY 1999
CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 24 of 44
---------------------	-------------------------------------	---	---------------

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.6 52.239-01 PRIVACY OR SECURITY SAFEGUARDS

AUGUST 1996

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

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

I.7 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY 2002

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 25 of 44
---------------------	-------------------------------------	---	---------------

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.8 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

I.9 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES APRIL 1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 26 of 44
---------------------	-------------------------------------	---	---------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENT LISTING

Attachment A: USPTO Crystal City Location Map

Attachment B: USPTO Carlyle Campus Map

Attachment C: List of Services of Move Vendor

Attachment D: USPTO Carlyle typical floor plan indicating floor and wall protection requirements

Attachment E: Past Performance Questionnaire

Attachment F: Sample Task

Attachment G: Department of Labor Wage Determination
#94-2103 Rev 28

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 27 of 44
---------------------	-------------------------------------	---	---------------

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APRIL 1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS APRIL 1991

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989;

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 28 of 44
---------------------	-------------------------------------	---	---------------

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-03 TAXPAYER IDENTIFICATION

OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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;

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 29 of 44
---------------------	-------------------------------------	---	---------------

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) 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 _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

**K.4 52.209-05 CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT, AND OTHER
RESPONSIBILITY MATTERS**

DECEMBER 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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

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

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 30 of 44
---------------------	-------------------------------------	---	---------------

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS APRIL 2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 484210.

(2) The small business size standard is \$21.5 M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

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

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 31 of 44
---------------------	-------------------------------------	---	---------------

(i) It [] is, [] 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 [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(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.

(c) Definitions. As used in this provision--

"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 the size standard in paragraph (a) of this provision.

"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 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.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 32 of 44
---------------------	-------------------------------------	---	---------------

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984

The offeror represents that (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCTOBER 2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 33 of 44
---------------------	-------------------------------------	---	---------------

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(a) The offeror, by signing this offer, certifies that --

___ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently --

___ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

___ (ii) Have more than 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

___ (iii) Meet the reporting thresholds in toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

___ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

___ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive order 12969, August 8, 1995 (60 FR 40989-40992).

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 34 of 44
---------------------	-------------------------------------	---	---------------

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. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01 Alt 1	Instructions to Offerors--Competitive Acquisition (May 2001) - Alternate I	October 1997
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.233-02	Service Of Protest	August 1996
52.237-01	Site Visit	April 1984

L.2 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1998

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. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

L.3 AGENCY-LEVEL PROTEST PROCEDURES

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

1. 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 United States Patent and Trademark Office (USPTO) through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The USPTO'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

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 35 of 44
---------------------	-------------------------------------	---	---------------

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 USPTO are closed for all or part of the last day, the period extends to the next day on which the USPTO 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:

Ms. Joanne Barnard
Office of the Chief Financial Officer
U.S. Patent & Trademark Office
Washington, D.C. 22202
(FAX # 703-305-0995)

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

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 36 of 44
---------------------	-------------------------------------	---	---------------

(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 USPTO and not subject to further appeals.

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

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.4 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.

L.5 INCURRING COSTS

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 37 of 44
---------------------	-------------------------------------	---	---------------

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.6 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.14 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

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.7 NEWS RELEASES

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.8 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.9 PERIOD OF 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.10 PROPOSAL REQUIREMENTS

The USPTO will utilize a "Two-Stage" source selection process. Under Stage I, offerors must provide information requested to support meeting the minimum requirements and additional information regarding experience and past performance on similar projects, qualifications, and experience of key personnel, offerors' resources, and pricing. The Government will evaluate Stage I submissions to identify those proposals that are the most highest rated and establish a competitive range. Only those firms in the competitive range will be invited by the Government to participate in Stage II of the selection process. Stage II of the process will involve offerors providing a more detailed technical proposal and pricing proposal according to detailed Section B requirements. Oral presentations may be conducted during Stage II.

The following reflects the acquisition schedule of activities for this solicitation for planning purposes only. These dates are subject to change at the Governments discretion.

Stage I:	Proposals Due / Evaluations Begin	March 2003
	Firms within Competitive Range Identified	April 2003
Stage II:	Discussions Opened	April 2003
	Pre-Submission Conference - Site Visit	TBD
	Responses to Discussion Quest./ Evaluations Begin	June 2003
	Possible Oral Presentations	July 2003
	Contract Award	August 2003

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 38 of 44
---------------------	-------------------------------------	---	---------------

Offerors are required to submit the following in response to Stage I of this solicitation:

- A. Technical/Management Proposal
- B. Experience and Past Performance Proposal
- C. Price Proposal based on Sample Task (see Section J, Attachment F).
- D. Certifications and Representations

A. STAGE I - Technical/Management Proposal

The Technical Proposal submitted in response to Stage I of this solicitation shall not exceed the page limitations as provided below and shall include your approach to accomplishing the requirements of the statement of work, the technical response to the sample task and the information required below. If a subcontractor or teaming arrangement is proposed, the Offereor shall provide information about each company proposed.

Offerors shall limit their response to the information requested in paragraphs 1, 2, 3, 4, 5, and 6 below to a maximum total of 10 pages. The response to paragraph 7 does not have a page limitation associated with it, however, offerors are cautioned that voluminous proposals are not necessary.

1. Provide your approach to meeting the requirements of the Statement of Work.
2. Provide your approach to meeting all of the requirements of the Sample Task as provided in Attachment F.
3. Company Operations. Specify the following:
 - History of company, including year commercial moving services were established.
 - Location and services performed from each existing branch office involved with contract performance.
 - Provide proximity to Alexandria, VA (in miles).
 - Approximate total revenue in 2002 for commercial (non-residential) moves.
 - Percentage of 2002 commercial move revenue of the total commercial and residential move revenue.
 - Largest contract value for commercial moves in 2001 or 2002.
 - Company or contact person E-mail address
 - Company web page address, if any
4. Current Company Workforce. Specify the following:
 - Number of full-time management staff that manages moving services.
 - Average years of commercial moving experience of your management staff.
 - Average number of full-time or part-time working supervisors utilized during your commercial moving projects in the last two years. These working supervisors are employees that the Offeror has employed for a minimum of one year as a permanent full-time or permanent part-time employee.
 - Average number of full-time or part-time moving laborers utilized during your commercial moving projects in the last two years.
 - Largest number of full-time or part-time moving labors utilized during a commercial moving project in the last two years.
5. Current Company Equipment. Specify the following:
 - Approximate number of company-owned van trucks.
 - Approximate number of company-owned straight trucks
 - Approximate number of company-owned box dollies
 - Approximate number of book carts
 - Communication equipment used during a move.
6. Quality Control
 - Quality control, including prevention of potential moving issues and resolution of identical moving issues.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 39 of 44
---------------------	-------------------------------------	---	---------------

7. Proposed Key Personnel and Operating Personnel

- Provide an organizational chart depicting the layout of the management structure, including the identification of key personnel, and major subcontractor personnel necessary to accomplish the project. If teaming is to be used, Offeror shall describe the plan to manage the teaming arrangement.
- Provide a resume of each management person who will have major project responsibility. Include a description of duties and responsibilities projected for the proposed contract. Include relevant commercial moving experience.
- Offeror shall estimate the total number of field personnel to be assigned to this program and identify whether the personnel will be full-time employees, day laborers, or provided by a teaming or subcontracting arrangement.

B. STAGE I - Experience and Past Performance Proposal

(a) Provide at least three (3), but not more than five (5), project examples in order to demonstrate the Offerors experience and ability to provide skilled personnel and ability to manage projects of a similar nature. Limit the information to a maximum of five (5) total pages. If a subcontractor or teaming arrangement is proposed, limit the information to five (5) total pages plus an additional three (3) pages for each subcontractor or teaming arrangement partner proposed. For each project, minimally provide the following information:

- Current point-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.
- Approximate square footage or the number of personnel involved.
- Type of client (commercial or government) and whether Offeror has direct contract with client or a third party.
- Describe how these projects are similar or relevant to this USPTO project.

(b) 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. Clearly identify the subcontractor or teaming arrangement that you are proposing to provide for this contract.

(c) In addition to the information required in (a) and (b) above, the offeror is required to provide for completion to those references designated, the Past Performance Questionnaire found in Section J, Attachment E, to this solicitation. The USPTO requires that the references submit the completed questionnaires directly to the Government's Contracting Officer at the address shown in Clause L.12. The offeror is responsible for exercising due diligence to ensure references submit completed past performance questionnaires directly to the Government no later than the proposal submission due date. Offerors are cautioned that failure to demonstrate due diligence may result in a lower rating for this component of past performance. The information included in the past performance questionnaires shall be considered sensitive and shall not be released to offerors or used beyond the contract award evaluation process.

(d) Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide at least 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 shall 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 requisite number of references, a certification so stating is required.

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.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 40 of 44
---------------------	-------------------------------------	---	---------------

* 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 either favorably or unfavorably 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.

C. STAGE I - Price Proposal

Offerors shall provide complete information pertaining to the Sample Task (Attachment F).

D. STAGE I - Certifications and Representations.

The Certifications and Representations provided in Section K of this solicitation shall be completed and provided with your proposal.

The government will evaluate Stage I submissions in accordance with Section M of this solicitation.

STAGE II

Only those offerors determined to be the most highly rated and within the competitive range will be eligible to participate in Stage II of this solicitation. To be responsive to Stage II of the solicitation, offerors must provide detailed information directly related to each Contract Line Item Number (CLIN) provided in Section B, to include exact technical approach, comprising all elements and services of the technical approach, and cost breakdown of each element to reach a proposed fixed price for each CLIN. The Government will evaluate Stage II submissions in accordance with Section M of this solicitation.

Only those offerors within the competitive range as determined by the evaluation process in Stage I, will be invited to participate in Stage II of this solicitation. Immediately after notification of your inclusion in the competitive range you will be provided the opportunity for a site visit of current USPTO facilities and a binder of materials specifying building, freight elevator and loading dock specifications for each building. The information will assist each offeror in providing their required response to Stage II of this solicitation.

Offerors are required to submit the following in response to Stage II of the solicitation:

- A. Technical/Management Proposal
- B. Price Proposal

A. STAGE II - Technical/Management Proposal

The USPTO will evaluate the submitted information as it relates directly to the completion of each CLIN, evaluating each CLIN for specific elements of the proposed plan, detailing equipment and support to be used in the technical approach, which will satisfy the requirements of each CLIN. Offeror must be specific in every respect as to the approach to be used to complete each CLIN. The USPTO will examine and evaluate these elements for each CLIN.

B. STAGE II - Price Proposal

The USPTO will examine and evaluate the following elements in the offeror's Price Proposal for each CLIN to include the following:

- Offeror's Price breakdown by Contract Line Items Numbers CLINs;
- Whether the proposed costs are realistic when combined with the technical approach; and
- Whether the proposed costs are fair and reasonable to the Government, price and other factors considered.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 41 of 44
---------------------	-------------------------------------	---	---------------

L.11 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to msvcs@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by Friday, March 14, 2003. Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.12 SUBMISSION REQUIREMENTS

All proposal documents submitted in both Stage I and Stage II for this solicitation phase shall be submitted as outlined below:

- paper form (one original and ten copies) on white, untextured paper;
- one copy on a 3.5", high-density diskette or CD formatted for Microsoft Office 97 (or newer) and formatted for 8 1/2" by 11" single spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;
- the font shall be Times New Roman 12 pt; and,
- shall not exceed six (6) lines per vertical inch.

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, non-responsive, 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-3-01004 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), Monday, March 31, 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: Chris Mikula/52-PAPT-3-01004
Office of Procurement
Box 6
Washington, DC 20231

Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
Attn: Chris Mikula/52-PAPT-3-01004
Office of Procurement
2011 Crystal Drive, Suite 810
Arlington, VA 22202

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

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 42 of 44
---------------------	-------------------------------------	---	---------------

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.217-05 EVALUATION OF OPTIONS

JULY 1990

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

M.2 "BEST VALUE" DETERMINATION AND CONTRACT AWARD

The USPTO will make a best value determination across all eligible proposals. In making this determination, the USPTO is more concerned with obtaining superior technical/management, and past performance features than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior technical quality, management services, or past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior technical/management and past performance. As proposals become more equal in their technical/management, experience and past performance, the evaluated price increases in relative importance.

M.3 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of the contract will be made to the responsive, responsible offeror whose proposal, including all options, contains the combination of technical, management, past performance, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of technical, management, and past performance features with differences in price to the USPTO. USPTO shall determine what tradeoff among technical, management, past performance, and price promises the greatest value to the USPTO.

To be eligible for source selection and contract award, the offeror shall meet the following conditions:

- * Determined to be responsible according to the standards of FAR Subpart 9.1.
- * Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation.
- * Proposal is prepared according to instructions set forth in the solicitation and demonstrates the offeror's capability to perform the scope of work required.
- * Meets all needs set forth in Section C.
- * Provides the best overall value to the USPTO as represented by a combination of technical, management, past performance, and price factors.

M.4 EVALUATION PROCEDURES

The USPTO will utilize a "Two-Stage" source selection process. Under Stage I, offerors must provide information requested to support meeting the minimum requirements and additional information regarding experience and past performance on similar projects, qualifications, and experience of key personnel, offerors' resources, and pricing. The Government will evaluate Stage I submissions to establish those firms who are rated highest and establish a competitive range. Only those firms in the competitive range will be invited by the Government to participate in Stage II of the selection process. Stage II of the process will involve offerors providing a more detailed technical proposal and pricing of Section B requirements.

Solicitation	Document No. 52PAPT301004	Document Title Move Relocation Services	Page 43 of 44
---------------------	-------------------------------------	---	---------------

The USPTO will use the evaluation criteria described in the following paragraphs for proposals received in response to the Move Relocation Services solicitation to establish a competitive range as well as to evaluate those offerors within the competitive range (Stage II) who will be required to provide a more detailed technical approach and fixed pricing of the Section B Contract Line Item Number (CLINs). The USPTO will evaluate and make award to the offeror providing the optimum services and capability to the Government.

The USPTO will evaluate offers based upon the evaluation criteria provided below:

FACTOR A. Technical/Management Approach

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of the offeror's overall technical and management approach. The USPTO will also evaluate the offeror's comprehension of the scope of the project as it relates to the Statement of Work and each Contract Line Item Number (CLIN).

FACTOR B. Experience and Past Performance

The USPTO will utilize past performance information submitted in response to the solicitation. Additionally, in the conduct of its evaluation of offeror's proposal, 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 literature, and contact with 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. Additionally, past performance information obtained will be used to determine offerors responsibility. The USPTO will examine the following elements in evaluating the offerors Past Performance:

- Relevance of the offeror's past experience; and
- Quality of the offeror's experience and past performance.

FACTOR C. Price

The USPTO will examine and evaluate the offeror's total price (consisting of all CLINs in the Base and Option Periods) as well as the following elements of the offeror's Price to include, but not limited to:

- Offerors Sample Task proposal (Stage I);
- Offerors Price breakdown by each Contract Line Item Number (CLIN) (Stage II);
- Whether the proposed prices are realistic when compared to the technical approach; and
- Whether the proposed prices are fair and reasonable to the Government.

The factors, as provided above, are weighted accordingly:

- Factors A and B are of equal importance.
- Factors A and B collectively are more important than C.
- Factor C will not be scored, but will be evaluated.

M.5 SINGLE AWARD

Multiple awards or awards by line item will not be made.

M.6 UNBALANCED OFFERS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.