

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS AND PRICES - FIXED-PRICE/REQUIREMENTS

The following items are required to support the Government operations of the U.S. Patent and Trademark Office. The quantities shown under the column entitled “Estimated Quantity” on the schedule below are estimates of the quantities which may be ordered by the Government, however, the Government reserves the right to redistribute quantities within the prescribed Contract Line Item Numbers (CLINs). No guarantee is made that any of the quantities will be ordered as a result of this contract.

The Government has no control over, nor can they project the actual long or short-term requirements for this contract. The estimated quantities stated in the Section B of this RFP are based on current historical data, projections, and trends, and are not to be construed as a guarantee of the volume of work, which may be ordered during the term of this contract. Contract requirements have been known to fluctuate greatly over short periods of time. No guarantee is made that any of the quantities will be ordered as a result of this contract. This is a requirements type contract.

Due to rapidly changing technology it is probable that quantities for CLIN 0001e, CLIN 0007e, CLIN 0013e, CLIN 0019e, CLIN 0025e, and CLIN 0001f, CLIN 0007f, CLIN 0019f, CLIN 0025f will be reduced and CLIN 0002a, CLIN 0008a, CLIN 0013a, CLIN 0020a, CLIN 0026a may be completed eliminated during the period of performance of this contract.

Approximately 1,500 to 5,000 patents are issued each week (excluding reprints and claim letters). Contractor may at times be required to work on multiple issues during the same week.

B.2 BASE PERIOD (July 1, 2003 through June 30, 2004)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0001	PRINTING/IMAGING AND BINDING PATENTS: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0001a	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	839,000	Per leaf		
0001b	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	11,761,000	Per leaf		
0001c	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	1,280	Per Leaf		
0001d	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	23,300	Per Leaf		
0001e	Copies Printing on 44 lbs. Ledger Paper (Printed Face Only)	9,540,000	Per Leaf		

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0001f	Copies Printing on 44 lbs. Ledger Paper (Printed Face and Back)	4,569,000	Per Leaf		
0002	CLASSIFICATION DATA IMAGED ON LEDGER PATENTS:				
0002a	Classification data imaged on ledger patents	772,000	Per Leaf		
0003	DEDICATIONS, DISCLAIMERS, ADVERSE DECISIONS, AND SPECIAL CERTIFICATES: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0003a	Copies printed/imaged on face only	7,300	Per Leaf		
0004	CERTIFICATES OF CORRECTION: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0004a	Copies printed/imaged on face only	740,000	Per Leaf		
0005	GATHERING, COLLATING, BINDING, PACKING, AND DISTRIBUTION: Includes all required materials and operations for gathering patents into sets, special binding (as required), packing, sealing for distribution, the cost of envelopes, cushioned shipping bags, shipping containers, all necessary wrapping and packing materials, labeling and marking in accordance with these specifications				
0005a	Single Copy Sets: Complete Utility-type Patent Sets	208	Per Set		
0005b	Single Copy Sets: Non Utility Partial Sets	5,980	Per Set		
0005c	Advance Subscription Orders	121,000	Per Mailed Order		
0005d	Drilling (minimum charge is 100 leaves)	47,500	Per 100 Leaves		
0005e	Binding with Acco-type fastener (price includes cost of fastener furnished by the contractor)	104,000	Per Bound Copy		
0005f	Removing printed patents (withdrawn patents) from gathered advance orders and sets	680	Per Patent		

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0006	<p>PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.</p> <p>Computation of the net number of leaves will be based on the following: Offset paper will be based on a leaf size of 216mm x 279 mm (8-1/2" x 11"). Ledger paper will be based on a leaf size of 184mm x 267mm (7-3/4" x 11-5/16").</p>				
0006a	50lb. White Offset Book or 20 lb. White Xerographic Paper	13,500	Per 1,000 Leaves		
0006b	44 lb. White 25% Ledger	14,300	Per 1,000 Leaves		

B.3 OPTION PERIOD I (July 1, 2004 through June 30, 2005)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0007	PRINTING/IMAGING AND BINDING PATENTS: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0007a	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	881,000	Per leaf		
0007b	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	12,349,000	Per leaf		
0007c	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	1,340	Per Leaf		
0007d	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	24,500	Per Leaf		
0007e	Copies Printing on 44 lbs. Ledger Paper (Printed Face Only)	10,018,000	Per Leaf		
0007f	Copies Printing on 44 lbs. Ledger Paper (Printed Face and Back)	4,797,000	Per Leaf		
0008 CLASSIFICATION DATA IMAGED ON LEDGER PATENTS:					
0008a	Classification data imaged on ledger patents	811,000	Per Leaf		
0009 DEDICATIONS, DISCLAIMERS, ADVERSE DECISIONS, AND SPECIAL CERTIFICATES:					
0009	Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0009a	Copies printed/imaged on face only	7,600	Per Leaf		

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0010	CERTIFICATES OF CORRECTION: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0010a	Copies printed/imaged on face only	778,000	Per Leaf		
0011	GATHERING, COLLATING, BINDING, PACKING, AND DISTRIBUTION: Includes all required materials and operations for gathering patents into sets, special binding (as required), packing, sealing for distribution, the cost of envelopes, cushioned shipping bags, shipping containers, all necessary wrapping and packing materials, labeling and marking in accordance with these specifications				
0011a	Single Copy Sets: Complete Utility-type Patent Sets	208	Per Set		
0011b	Single Copy Sets: Non Utility Partial Sets	5,980	Per Set		
0011c	Advance Subscription Orders	127,000	Per Mailed Order		
0011d	Drilling (minimum charge is 100 leaves)	49,800	Per 100 Leaves		
0011e	Binding with Acco-type fastener (price includes cost of fastener furnished by the contractor)	109,000	Per Bound Copy		
0011f	Removing printed patents (withdrawn patents) from gathered advance orders and sets	710	Per Patent		
0012	<p>PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.</p> <p>Computation of the net number of leaves will be based on the following: Offset paper will be based on a leaf size of 216mm x 279mm (8-1/2" x 11"). Ledger paper will be based on a leaf size of 184mm x 267mm (7-3/4" x 11-5/16").</p>				
0012a	50lb. White Offset Book or 20 lb. White Xerographic Paper	14,200	Per 1,000 Leaves		
0012b	44 lb. White 25% Ledger	15,000	Per 1,000 Leaves		

B.4 OPTION PERIOD II (July 1, 2005 through June 30, 2006)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0013	PRINTING/IMAGING AND BINDING PATENTS: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0013a	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	916,000	Per leaf		
0013b	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	12,843,000	Per leaf		
0013c	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	1,390	Per Leaf		
0013d	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	25,500	Per Leaf		
0013e	Copies Printing on 44 lbs. Ledger Paper (Printed Face Only)	10,418,000	Per Leaf		
0013f	Copies Printing on 44 lbs. Ledger Paper (Printed Face and Back)	4,989,000	Per Leaf		
0014 CLASSIFICATION DATA IMAGED ON LEDGER PATENTS:					
0014a	Classification data imaged on ledger patents	843,000	Per Leaf		
0015 DEDICATIONS, DISCLAIMERS, ADVERSE DECISIONS, AND SPECIAL CERTIFICATES:					
0015	Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0015a	Copies printed/imaged on face only	7,900	Per Leaf		

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0016	CERTIFICATES OF CORRECTION: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0016a	Copies printed/imaged on face only	808,000	Per Leaf		
0017	GATHERING, COLLATING, BINDING, PACKING, AND DISTRIBUTION: Includes all required materials and operations for gathering patents into sets, special binding (as required), packing, sealing for distribution, the cost of envelopes, cushioned shipping bags, shipping containers, all necessary wrapping and packing materials, labeling and marking in accordance with these specifications				
0017a	Single Copy Sets: Complete Utility-type Patent Sets	208	Per Set		
0017b	Single Copy Sets: Non Utility Partial Sets	5,980	Per Set		
0017c	Advance Subscription Orders	132,000	Per Mailed Order		
0017d	Drilling (minimum charge is 100 leaves)	51,800	Per 100 Leaves		
0017e	Binding with Acco-type fastener (price includes cost of fastener furnished by the contractor)	114,000	Per Bound Copy		
0017f	Removing printed patents (withdrawn patents) from gathered advance orders and sets	740	Per Patent		
0018	<p>PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.</p> <p>Computation of the net number of leaves will be based on the following: Offset paper will be based on a leaf size of 216mm x 279mm (8-1/2" x 11"). Ledger paper will be based on a leaf size of 184mm x 267mm (7-3/4" x 11-5/16").</p>				
0018a	50lb. White Offset Book or 20 lb. White Xerographic Paper	14,800	Per 1,000 Leaves		
0018b	44 lb. White 25% Ledger	15,600	Per 1,000 Leaves		

B.5 OPTION PERIOD III (July 1, 2006 through June 30, 2007)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0019	PRINTING/IMAGING AND BINDING PATENTS: Imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0019a	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	953,000	Per leaf		
0019b	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	13,357,000	Per leaf		
0019c	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	1,450	Per Leaf		
0019d	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	26,500	Per Leaf		
0019e	Copies Printing on 44 lbs. Ledger Paper (Printed Face Only)	10,835,000	Per Leaf		
0019f	Copies Printing on 44 lbs. Ledger Paper (Printed Face and Back)	5,189,000	Per Leaf		
0020	CLASSIFICATION DATA IMAGED ON LEDGER PATENTS:				
0020a	Classification data imaged on ledger patents	877,000	Per Leaf		
0021	DEDICATIONS, DISCLAIMERS, ADVERSE DECISIONS, AND SPECIAL CERTIFICATES: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0021a	Copies printed/imaged on face only	8,300	Per Leaf		

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0022	CERTIFICATES OF CORRECTION: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0022a	Copies printed/imaged on face only	841,000	Per Leaf		
0023	GATHERING, COLLATING, BINDING, PACKING, AND DISTRIBUTION: Includes all required materials and operations for gathering patents into sets, special binding (as required), packing, sealing for distribution, the cost of envelopes, cushioned shipping bags, shipping containers, all necessary wrapping and packing materials, labeling and marking in accordance with these specifications				
0023a	Single Copy Sets: Complete Utility-type Patent Sets	208	Per Set		
0023b	Single Copy Sets: Non Utility Partial Sets	5,980	Per Set		
0023c	Advance Subscription Orders	137,000	Per Mailed Order		
0023d	Drilling (minimum charge is 100 leaves)	53,900	Per 100 Leaves		
0023e	Binding with Acco-type fastener (price includes cost of fastener furnished by the contractor)	118,000	Per Bound Copy		
0023f	Removing printed patents (withdrawn patents) from gathered advance orders and sets	770	Per Patent		
0024	<p>PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.</p> <p>Computation of the net number of leaves will be based on the following: Offset paper will be based on a leaf size of 216mm x 279mm (8-1/2" x 11"). Ledger paper will be based on a leaf size of 184mm x 267mm (7-3/4" x 11-5/16").</p>				
0024a	50lb. White Offset Book or 20 lb. White Xerographic Paper	15,300	Per 1,000 Leaves		
0024b	44 lb. White 25% Ledger	16,200	Per 1,000 Leaves		

B.6 OPTION PERIOD IV (July1, 2007 through June 30, 2008)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0025	PRINTING/IMAGING AND BINDING PATENTS: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0025a	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	991,000	Per leaf		
0025b	Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	13,891,000	Per leaf		
0025c	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only)	1,510	Per Leaf		
0025d	Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back)	27,600	Per Leaf		
0025e	Copies Printing on 44 lbs. Ledger Paper (Printed Face Only)	11,268,000	Per Leaf		
0025f	Copies Printing on 44 lbs. Ledger Paper (Printed Face and Back)	5,396,000	Per Leaf		
0026 CLASSIFICATION DATA IMAGED ON LEDGER PATENTS:					
0026a	Classification data imaged on ledger patents	912,000	Per Leaf		
0027 DEDICATIONS, DISCLAIMERS, ADVERSE DECISIONS, AND SPECIAL CERTIFICATES:					
0027	Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0027a	Copies printed/imaged on face only	8,600	Per Leaf		

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0028	CERTIFICATES OF CORRECTION: Printing/imaging and binding (as required), in accordance with these specifications and shall include the cost of all required materials (except paper) and operations, as applicable to the binding style(s) ordered.				
0028a	Copies printed/imaged on face only	875,000	Per Leaf		
0029	GATHERING, COLLATING, BINDING, PACKING, AND DISTRIBUTION: Includes all required materials and operations for gathering patents into sets, special binding (as required), packing, sealing for distribution, the cost of envelopes, cushioned shipping bags, shipping containers, all necessary wrapping and packing materials, labeling and marking in accordance with these specifications				
0029a	Single Copy Sets: Complete Utility-type Patent Sets	208	Per Set		
0029b	Single Copy Sets: Non Utility Partial Sets	5,980	Per Set		
0029c	Advance Subscription Orders	142,000	Per Mailed Order		
0029d	Drilling (minimum charge is 100 leaves)	56,000	Per 100 Leaves		
0029e	Binding with Acco-type fastener (price includes cost of fastener furnished by the contractor)	123,000	Per Bound Copy		
0029f	Removing printed patents (withdrawn patents) from gathered advance orders and sets	800	Per Patent		
0030	<p>PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.</p> <p>Computation of the net number of leaves will be based on the following: Offset paper will be based on a leaf size of 216mm x 279mm (8-1/2" x 11"). Ledger paper will be based on a leaf size of 184mm x 267mm (7-3/4" x 11-5/16").</p>				
0030a	50lb. White Offset Book or 20 lb. White Xerographic Paper	15,900	Per 1,000 Leaves		
0030b	44 lb. White 25% Ledger	16,900	Per 1,000 Leaves		

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 OBJECTIVE

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications for the printing, imaging, binding, and distribution of U.S. Patents.

C.2 BACKGROUND

For over 200 years, the United States Patent and Trademark Office (USPTO) mission has been: to promote the progress of science and the useful arts by securing for limited times to inventors the exclusive right to their respective discoveries (Article 1, Section 8 of the United States Constitution). Under this system of protection, American industry has flourished. New products have been invented, new uses for old ones discovered, and employment opportunities created for millions of Americans.

The United States Patent & Trademark Office (USPTO) is a non-commercial federal entity and one of 14 bureaus in the Department of Commerce (DOC). The office occupies a combined total of over 1,400,000 square feet in numerous buildings in Arlington, Virginia. The Office employs over 5,000 full time equivalent (FTE) staff, plus an estimated 1,000 contract support personnel, to support its major functions, which are the examination and issuance of patents and the examination and registration of trademarks.

Under the Patent and Trademark Office Efficiency Act of 1999 – the USPTO is authorized to exercise independent control of its administrative and procurement functions. This includes the authority to directly procure printing services.

The Office of Patent Publication is located in Arlington, VA. The Code of Federal Regulations (37CFR 1.314) authorizes this Office to produce and disseminate patents worldwide. A total of 112 employees are responsible for processing and printing the allowed patents towards issuance. Currently, the organization publishes 3,300 patents per week or a total of 172,000 patents annually. The Office is responsible for managing the processing and movement of allowed patent applications files and associated drawings for creating a full text patent machine language database and the composition, printing and distribution of weekly patent issues. The primary services we provide include processing patents and disseminating patent information.

C.3 SCOPE OF WORK

This contract is to fulfill United States Patent and Trademark Office (hereinafter referred to as the USPTO) requirements for printing, binding, and distribution of U.S. Patents as described in this scope of work, requiring such operations as printing/imaging (currently from postscript files on 8 mm Exabyte tapes), gathering, binding, packaging, mailing and distribution. Faithful reproductions of the patents are critical to this contract and require strict adherence to the standards specified in Section C and Section E.2 entitled Inspection and Acceptance. The complex, timely distribution of high quality completely accurate sets of each issue of patents, and the proper mailing and distribution thereof, must be clearly recognized as a vital and mandatory requirement of this contract. It is anticipated that specific requirements will change over the life of this contract. This will result in the USPTO modifying this contract to incorporate in-scope changes. Further, given the pace of change in information technology and the telecommunications marketplace, it is impossible to anticipate how individual USPTO requirements will evolve over the life of the contract. Throughout the life of this agreement, the contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies that in the most economic and efficient manner improves systems and mission performance.

C.4 COPY OPERATIONS

A glossary of key terms is provided in Attachment A.

C.4.1 PATENT POSTSCRIPT FILE

Patent Postscript data will be furnished on 8mm (Exabyte) tapes by the Patent Data Capture (PDC Contractor). The Postscript tape is a Level I Postscript with Level H compression of Tagged Image File Format (TIFF) graphics. Each patent document will appear on the tape as a single file. These files will range in size from 1 - 1,000 megabytes. The 8mm tapes used by the PDC Contractor are 5 GB tapes. The PDC Contractor assumes a maximum average of 1 MB per patent for the patents in any given issue. This means that a minimum of 5000 patents is estimated to fit on a tape. The average size of a patent for any given issue tends to be about 30% smaller than 1 MB. Approximately 7000 patents should fit on a single tape. The weekly issue Patent PostScript File is divided on two 8mm tapes (thus two tapes a week shall be received by the contractor). The PDC Contractor does include a tape contents list with every Patent PostScript tape delivery (See Attachment F). This list identifies issue date and the date on which the tape was run, and lists every patent file that is included on the tape. In addition, a material receipt slip is provided with the tape, which the PDC Contractor will require acknowledgement of receipt by a representative of the Patent Printing Contractor.

C.4.1.1 MISCELLANEOUS CERTIFICATES POSTSCRIPT FILE

In addition to the Patent PostScript File, the 8mm Postscript tape containing the Miscellaneous Certificates (i.e., Dedications, Disclaimers, Adverse Actions and Special Certificates) for each weekly issue will be delivered to the Patent Printing Contractor's plant via the Patent Data Capture Contractor. The Patent Printing Contractor will be required to sign a delivery receipt that will document delivery.

C.4.1.2 CLASSIFICATION LABEL FILES

Classification Label Files are transmitted electronically from the USPTO to the contractor. They are necessary in order to print the appropriate information on the front page of the patent and then sort the finished documents for delivery.

C.4.1.3 MAIN FILE

The main file (named by file date and contractor name) is a "Word" document with each record describing the label information to be printed on a copy of a ledger patent to be delivered to the examiner's search room and the public search room. See Attachment I for examples. The file description follows: Patent Class, FS (field separator), Patent Sub-class, FS Modifier (if present) FS Art Unit, FS, EX (examiner search room), FS, Issue date, FS, OR (original classification) or XR (cross reference), FS, Patent Number, FS, Class, FS, Sub-class, FS, FS, FS, FS, SR (public search room), FS, Issue Date, FS, Patent Number, FS, empty or filled with ***, FS, empty or filled with a 2 to 5 character alphanumeric project code, FS; end of record.

NOTE: The Five (5) underlined fields above have data for plant patents only.

The remaining three files enable the patent copies to be delivered to the correct locations.

If a patent record from the main file contains (***) , the patent record contains an invalid classification. If the patent record contains a 2 to 5 character alphanumeric project code, the patent record is under reclassification review.

In addition to the "main patent label classification file," the USPTO supplies three (3) "Look-Up Files" to be used to resolve patents with invalid classification and patents under reclassification. Two "Look-Up Files" are used to resolve invalid classifications (***) . One file is structured in patent number sequence and the other file is structured in classification sequence. Both files contain the same data – patent number,

classification type, and art unit. The third "Look-Up File" is used for patent records that contain "project codes." This file contains patent number, type, and art unit for each project number.

The purpose of the three (3) "Look-Up Files" is to correct patent records in the main file that contain (***) or project codes. If the "Look Up Files" do not contain entries for these invalid patent records, the patents should be forwarded to the USPTO Data Control Address #17 in Section F.4.

C.4.2 PHOTO PRINTS

The Government will furnish the contractor a quantity of full color and/or black-and-white photoprint (drawing) pages (there are approximately 15-50 plant drawings per issue requiring approximately 120 copies for each drawing;). These photoprint pages must be gathered in with the text pages the contractor has produced in order to make complete PLANT PATENTS, and an occasional UTILITY PATENT. Contractor shall inspect photo prints UPON RECEIPT and immediately notify the Governments on-site inspector of any deficiencies.

C.4.3 SOFT COPY LISTS

The soft copy list contains the following fields: patent number in ascending order, number of soft copies to be printed and number of advanced orders to be mailed. This list is transmitted electronically from the USPTO to the contractor.

C.4.4 SUBSCRIPTION INFORMATION

Data on subscriptions will be furnished via electronic mail along with paper copy data and will contain the following fields: Account Number, Patent Number, Number of Copies, and Subscriber Name and Address.

C.4.5 PATENT STORAGE

An 8mm tape is small in size; stores easily in its own plastic jacket, stacks well in cardboard boxes, and, can be maintained at normal room temperature. There will be approximately four (4) tapes furnished per week.

All Government furnished tapes must be stored by issue in a normal filing position for the life of the contract so that they may be accessed for reprints. The Government reserves the right to charge the contractor a flat rate of three hundred dollars (\$300.00) per tape that must be regenerated due to loss or misplacement by the contractor. At the completion of the contract all tapes being stored by the contractor must be returned to the USPTO. All costs incurred in returning tapes to the USPTO shall be borne by the contractor.

C.4.6 REPLACEMENT OF MISSING, DEFECTIVE, OR POOR QUALITY PATENTS

C.4.6.1 CLAIM LETTERS

Should a patent copy(s) be defective or missing from a delivery, the Government will issue a "Claim Letter" for the correction or replacement of the defective or missing patent(s).

Claim letter schedule:

Claim letters shall be fulfilled and redelivered or placed in the mail as directed within 48 hours after pickup of claim letter by the contractor.

Advance Orders/Subscription shall be mailed first class, or as directed, with the next issue following receipt of the claim letter.

Contractor will be responsible for preparation of pressure sensitive mailing labels and all costs incurred with the re-mailing or redelivery of the patents listed on the claim letter.

C.4.6.2 GRANT LEDGER DEFECTS

Should a patent ledger copy(s) be defective or missing from a delivery to Address #1 (see DISTRIBUTION), the Government will, via telephone, from the Contract Administrator or Contracting Officer, notify the on-site inspector who will document the call and notify the contractor of the defect and order replacement copies.

Replacements necessitated due to contractor error must be made at no cost to the Government. The Contractor will reprint/correct and redeliver/re-mail the defective or missing copy(s) in accordance with the following schedule: within one workday of notification of defective or missing copy.

Grant ledger defect schedule:

Replacement Grant ledger copies shall deliver to Address #1 (see DISTRIBUTION) within one workday of notification of defective or missing copy.

Contractor must develop a system (to be approved by the Contracting Officer) for documenting "Claim Letter" and "Grant ledger" compliance.

C.4.7 PRINTING/IMAGING OPERATIONS

Utility, Reissue, Design Patents, SIR's and Reexamination Certificates - all pages printing on offset paper and text pages printing on ledger paper print face and back in black ink. Front pages and drawing pages printing on ledger paper, print face only in black ink. Pages for offset and ledger copies of other types of patents print the same, i.e. face only or face and back in black ink. Certificates of Correction and other Miscellaneous Certificates print on offset paper.

Classification Label Requirement: The Government requires printing of filing label data in the upper left corner of each newly issued patent provided by the contractor. Patents for each week's issue shall be sorted and boxed in accordance with Government instructions and the boxes delivered to Government-designated locations by noon on issue day.

Each week's issue may contain a variety of documents, e.g., new utility, plant, and/or design patents; reexam patents; reissue patents. For each issue, the Government will provide to the required label data in the designated format. Each data tape will contain a label data elements required to print labels; data will have been validated by the Government. Using this data, the contractor shall take all necessary steps to insure the correct filing label data is printed in the upper left corner of each issuing document. Label data shall be printed in the prescribed formats provided by the Government. The contractor shall use the weekly issue data tape to determine the required number of patents to be printed for each unique patent number.

The contractor shall institute a quality control program to insure the correct number of documents is printed and that each document contains the correct label information.

Printed patents for each issue shall be sorted, boxed, and delivered in accordance with the following:

Search room copies are the bulk of any issue and are those new issues whose labels indicate they belong in either the Public Search File (PSR) or the Examiner Search File (ESR--Art Unit xxxx). The PSR copies must be sorted by patent number within classification, boxed in classification sequence, and each box clearly marked to identify its contents and issue date (e.g., PSR NEW ISSUES for 01-21-03, classes 1-29). The ESR copies are sorted by classification delivery location and patent number within each classification. Patents shall be sorted for each delivery location in classification sequence and each box clearly marked to identify its contents and issue date (e.g., ESR NEW ISSUES for 01-21-03, Tech Center 1, Room xxxx, classes 3, 54, 101, 129).

Exception copies are those new issues known as project patents and error patents. (Project only in the PSR set; label contains a reclass project number (e.g., M2954)). A project patent must be forwarded to the appropriate classifier for inclusion in an active reclass project. Project patents must be sorted by Tech Center, each tech center's project patents inserted into a box or an envelope, and the box/envelope clearly marked with "TECH CENTER x, PROJECT PATENTS FROM 01-21-03 ISSUE."

Error patents are those patents whose assigned classification must be reviewed by classification personnel and whose label contains multiple asterisks (*****). Both the PSR and ESR copy of any given error patent will contain die asterisks on the label and both copies must be processed together. Error patents must be sorted by Tech Center, each Tech Center's error patents inserted into a box or an envelope, and the box/envelope clearly marked with "TECH CENTER x, ERROR PATENTS FROM 01-21-03 ISSUE."

All PSR patents shall be delivered directly to the Public Search Room. All ESR and exception patents shall be delivered to a centralized location to be identified by the Government.

The Government will provide the following information for the contractor's use in sorting/boxing patents:

- classifications associated with delivery locations;
- reclass projects associated with tech centers;
- classifications associated with tech centers.

Prior to full and final implementation of the label printing process, the contractor shall at a minimum perform the following testing in conjunction with USPTO personnel. For no less than three issues, the contractor shall provide lists of printed label facsimiles for patents in selected Art Units to be determined by the Government. In addition, the Government may also request that actual patent copies containing the printed filing label be provided for approximately one to three Art Units to be determined by the Government. For a minimum of two issues, the contractor shall provide lists of printed label facsimiles for all patents in those issues. The contractor may also be asked to provide a sample of their ability to correctly fulfill the Government's sorting and boxing requirement. Final implementation of the new process will not occur until the Government determines that all label printing is correct and accurate and that sorting and boxing will occur as required.

C.5 PERFORMANCE REQUIREMENTS

C.5.1 PRINTING, IMAGING, AND BINDING PATENTS

The contractor shall provide all necessary copies, reprints, and bindings in the binding style ordered from the following binding styles:

- a) Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only) (See CLIN 0001a, CLIN 0007a, CLIN 0013a, CLIN 0019a, CLIN 0025a);
- b) Copies printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back) (See CLIN 0001b, CLIN 0007b, CLIN 0013b, CLIN 0019b, CLIN 0025b);
- c) Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face Only) (See CLIN 0001c, CLIN 0007c, CLIN 0013c, CLIN 0019c, CLIN 0025c);
- d) Reprints printing on 50 lbs. White Offset or Xerographic Paper (Printed Face and Back) (See CLIN 0001d, CLIN 0007d, CLIN 0013d, CLIN 0019d, CLIN 0025d);
- e) Copies Printing on 44 lbs. Ledger Paper (Printed Face Only) (See CLIN 0001e, CLIN 0007e, CLIN 0015e, CLIN 0019e, CLIN 0025e);
- f) Copies Printing on 44 lbs. Ledger Paper (Printed Face and Back) (See CLIN 0001f, CLIN 0008f, CLIN 0013f, CLIN 0019f, CLIN 0025f).

C.5.1.1 TRIM SIZES

Patents and related documents (Utility, Reissue, Plant, Design, Reexams, and SIR's) printing on White Offset Book, trim to: 216mm x 279 mm (8-1/2" x 11").

Patents and related documents (Utility, Reissue, Plant, Design, Reexams and SIRs) printing on White 25% Rag Ledger, aim to: 197mm x 287mm (7-3/4" x 11-5/16").

C.5.1.2 ORDERING

The contractor shall be provided with the originals as specified in Section F.3 and Section F.4. Patents are issued on a weekly basis. Each week's issue may contain a variety of documents; e.g., new utility, plant, and/or design patents; reexam patents; reissue patents. For each issue, the Government will provide the required label data in the designated format. Each data tape will contain label data elements required to print labels; the Government will have validated data. Using this data, the contractor shall take all necessary steps to insure the correct filing label data is printed in the upper left corner of each issuing document. Label data shall be printed in the prescribed formats provided by the Government.

The contractor shall use the weekly issue data tape to determine the required number of patents to be printed for each unique patent number.

The contractor shall institute a quality control program to insure the correct number of documents is printed and that each document contains the correct label information (See Section C.11)

C.5.1.3 MARGINS

Head margin of all pages is to be 19 mm (3/4") to first line of patent information. Bar code is not to be considered patent information and therefore may appear in the head margin. Side margins of all pages shall be exactly equal. See Attachment H for image and stitch positioning.

Utility, Reissue, Design Patents, SIR's and Reexamination Certificates - all pages printing on offset paper and text pages printing on ledger paper print face and back in black. Front pages and drawing pages printing on ledger paper print face only in black. Pages for offset and ledger copies of other types of patents print the same, i.e. face only or face and back in black.

C.5.2 CLASSIFICATION DATA IMAGED ON LEDGER PATENTS

The Contractor shall provide classification data imaged on ledger patents (See CLIN 0002a, CLIN 0008a, CLIN 0014a, CLIN 0020a, CLIN 0026a).

Classification Label Requirement: The Government requires printing label data in the upper left corner of each newly issued Ledger Patent (with the exception of the two required ledger sets of patents) provided by the contractor. Patents for each week's issue shall be sorted and boxed in accordance with Government instructions and the boxes delivered to Government-designated locations by noon on issue day.

C.5.3 DEDICATIONS, DISCLAIMERS, ADVERSE DECISIONS, AND SPECIAL CERTIFICATES

The Contractor shall provide copies of printed/images face only for ordered dedications, disclaimers, adverse decisions, and special certificates (See CLIN 0003a, CLIN 0009a, CLIN 0015a, CLIN 0021a, CLIN 0027a).

C.5.4 CERTIFICATES OF CORRECTION

The Contractor shall provide Copies printed/imaged on face only for Certificates of Correction (See CLIN 0004a, CLIN 0010a, CLIN 0016a, CLIN 0022a, CLIN 0028a). Certificates of Correction print on offset paper.

C.5.5 GATHERING, COLLATING, BINDING, PACKING, AND DISTRIBUTION

The Contractor shall gather, collate, bind, package and distribute patents. This requirement includes all required materials and operations for gathering patents into sets, special binding (as required), packing, sealing for distribution, the cost of envelopes, cushioned shipping bags, shipping containers, all necessary wrapping and packing materials, labeling and marking in accordance with these specifications:

- a) Single Copy Sets: Complete Utility-type Patent Sets (See CLIN 0005a, CLIN 0011a, CLIN 0017a, CLIN 0023a, CLIN 0029a);
- b) Single Copy Sets: Non Utility Partial Sets (See CLIN 0005b, CLIN 0011b, CLIN 0017b, CLIN 0023b, CLIN 0030b);
- c) Advance Subscription Orders (See CLIN 0005c, CLIN 0011c, CLIN 0017c, CLIN 0023c, CLIN 0029c);
- d) Drilling (minimum charge is 100 leaves) (See CLIN 0005d, CLIN 0011d, CLIN 0017d, CLIN 0023d, CLIN 0029d);
Drilling and Inserting Acco or Similar Type Fasteners: Approximately 15 to 80 different patents per issue will require binding with Acco type fasteners that must be furnished by the contractor. Contractor must drill all patents that contain:
 1. 59 or more leaves of White Offset Book Paper or White Xerographic Paper with, two 6mm (1/4") round holes, 216mm x 279mm (8-1/2") center to center, on the left binding edge, 10mm (3/8") from left edge of sheet to center of holes.
 2. 26 or more leaves of White 25 % Rag Ledger Paper with two 6mm (1/4") round holes, 140mm (5-1/2") center to center on the bottom binding edge, 10mm (3/8") from bottom edge to center of holes.
- e) Binding with Acco-type fastener (price includes cost of fastener furnished by the contractor (See CLIN 0005e, CLIN 0011e, CLIN 0017e, CLIN 0023e, CLIN 0029e). After drilling fasten with Acco or similar type fasteners with one-piece metal prong fastener plus compressor. When a printed patent ranges between 650 to 1,300 leaves, the patent will be bound in two volumes of equal size. When a patent exceeds 1,300 leaves, the patent will be bound into three volumes of equal size.
- f) Removing printed patents (withdrawn patents) from gathered advance orders and sets (See CLIN 0005f, CLIN 0011f, CLIN 0017f, CLIN 0023f, CLIN 0029f);

The Contractor shall gather one copy of each patent required (hard and/or soft) for an issue week into sets by patent number sequence. See DISTRIBUTION TABLE 1 in Section F.6, Section F.4, and Attachment B for anticipated requirements.

See Attachment C for Packing Order of Patent Issue Sets. See Attachment D for Indicator Form and Attachment E for Corrected Copies Form.

Certificates of Correction should be gathered into sets, with one of each patent number, in ascending patent number order.

For most issues, the contractor will receive one or more of the following miscellaneous certificates: Dedications, Disclaimers, Adverse Actions and Special Certificates. The contractor is to cut these to size, gather into sets (one of each of the four different items collated together), and stapled prior to delivery.

The Government reserves the right to change the number of sets ordered for distribution.

Patents shall be distributed with: the patents unstitched; stitched on the left (offset copies); stitched at the bottom (ledger copies); and/or, drilled and fastened with Acco or similar type fasteners. See Attachment H for location of stitches.

Plant patent drawing(s) and text page(s) will be assembled as follows: Unstitched hard copies will be assembled with the drawing sheet(s) facing in after the last page of text. Stitched hard copies will be assembled with the drawing sheet(s) facing out following the last page of text. Stitched or unstitched soft copies will be assembled with the drawing sheet(s) placed before the text pages facing the first page of text.

C.5.5.1 WITHDRAWN PATENTS

Experience has shown that it is sometimes necessary for the Government to withdraw patents from an issue. A few withdrawals may occur as late as noon Prior Work Day (PWD) 2. Therefore, it will be necessary for the contractor to remove these patent(s) from the cartons of patent sets already assembled for distribution. Withdrawn patents must also be removed from advance orders up to the time of mailing. Copies of printed withdrawn patent(s) will be turned over to the Government's on-site representative. The Contents List (See Attachment F), packed in with the product, must be adjusted to list the patent(s) as a withdrawn patent.

Upon receipt of the Government furnished 8 mm Postscript tape, the contractor will be required to go through the tape(s) and exclude from printing any patent appearing on the tape for which they have received a withdrawal notice. Printing of patents appearing on the tape that the contractor has received withdrawal notices on prior to receipt of the 8mm tape shall be at no cost to the Government and the contractor shall not list these patents on their invoice.

C.5.7 PAPER

Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for make-ready or running spoilage must be included in the prices offered.

C.5.7.1 STOCK/PAPER

The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11 " dated February 1999.

Notice: Copies of the "Government Paper Specifications Standards, No. 10," dated July 1994, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Stock to be furnished must be consistent through the term of the contract. Under no condition will the mixing or substitution of papers be allowed.

White Offset Book, grammage 75 g/m² (basis weight: 50 lbs per 500 sheets, 25 x 38"), equal to JCP Code A60 or, at contractor's option, White, Plain Copier, Xerographic Paper (Qualified Product), grammage 75 g/m (basis weight: 20 lbs per 500 sheets, 17 x 22"), equal to JCP Code 0-60. (See CLIN 0006a, CLIN 0012a, CLIN 0018a, CLIN 0024a, CLIN 0030a).

White 25 % Ledger, grammage 165 g/m. 2 (basis weight: 44 lbs. per 500 sheets, 17 x 22"), equal to JCP Code J20. (See CLIN 0006b, CLIN 0012b, CLIN 0018b, CLIN 0024b, CLIN 0030b).

C.6 GOVERNMENT FURNISHED MATERIAL

Pickup of furnished materials shall be in accordance with the following schedule.
(See Attachment A, and Section F.6 for an explanation of Prior Workday)

- A. Prior Workday 12:
 - 1) Electronic files for Classification Label tape will be furnished by electronic mail (See Section C.4 Copy Operations).
 - 2) Postscript Data for Miscellaneous Certificates, (i.e. Dedications, Disclaimers, Adverse Actions, and Special Certificates), will be furnished on 8 mm (Exabyte) tapes (See Section C.4 Copy Operations).
- B. Prior Workday 11:
 - 1) Patent Postscript data will be furnished on 8mm (Exabyte) tapes (See Section C.4 Copy Operations).
 - 2) Soft copy and subscription list furnished on paper and via electronic mail.
 - 3) Approximately 70-120 preaddressed, pressure sensitive postage and fees paid labels (for subscription orders) per issue. Each subscription usually requires approximately 1 to 6 copies per order, however, it is possible that some subscriptions may require as many as 30 copies.
 - 4) Approximately 1,400-3,000 preaddressed, pressure sensitive, postage and fees paid labels (for advance orders) per issue. Label will list the patent number, application number, issue date, and number of copies required.
- C. Prior Workday 9:
 - 1) Page size full color and/or black-and-white photo prints (Plant Patents).
- D. Prior Workday 4:
 - 1) Copy for Certificates of Correction will be furnished on tape (See Section C.4 Copy Operations)
- E. As needed and determined at the discretion of the Government:
 - 1) Opaque overlay camera copy consisting of a name and date that is to be used with separate camera copy furnished for certificates of correction.
 - 2) On occasion camera copy may be furnished for some reprints.
 - 3) A separate computer-generated list of the copy for all Certificates of Correction that the Contractor has picked up from the USPTO.
 - 4) Notice(s) of withdrawn patent(s) will be furnished via electronic mail or facsimile as they become available.

Disposition Instructions for return of all Government Furnished Material are as per Section G.2 and FAR clause 52-245-4 of this contract.

C.7 QUANTITY

C.7.1 COPIES/PAGES

Orders for Utility Patents will range from approximately 1 to approximately 275 copies, and for the most part will average between 2 to 18 printed pages. However, on rare occasions a patent may exceed 1,300 pages.

Approximately 200 to 400 Dedications, Disclaimers, Adverse Decisions and Special Certificates, requiring 20 copies of each, may be ordered per year.

Approximately 100 to 600 Certificates of Correction, requiring 20 copies of each, will be ordered each week.

It is the intention of the USPTO to have a contract in place that can meet the maximum weekly production requirements stated herein, yet at the same time, admit due to the nature of the product being procured, technological changes occurring in the electronic communications field, and customer requirements, it is impossible for the USPTO to state with accuracy the number of patents that will be required each year.

C.8 ASSEMBLY

In accordance with specifications listed in Section D.2 and Section D.3, and Performance Requirements in Section C.5.

C.9 DELIVERY

The Contractor shall ensure delivery to the addresses specified in Attachment B in accordance with Section F. All associated costs shall be F.O.B. Destination.

C.10 PLANT CAPACITY

Production and distribution of all products covered under these specifications must be accomplished at the same facility.

C.11 QUALITY ASSURANCE PLAN

The contractor shall, prior to start-up, put into effect within its own organization, and maintain throughout the life of this contract, an independent quality assurance organization. This unit shall be of sufficient size, and expertise, to monitor, perform or have performed, the process controls, inspections, and tests necessary to assure that the production and delivery of U.S. Patents meets these specifications and Government requirements. This includes 100% accuracy in the imaging and collation of patents. The contractor shall be required to correct each defect or error found during the inspection of work either in process or completed.

The contractor shall submit a Quality Assurance Plan detailing contractor quality control programs for this contract as a part of its proposal to the Government as described in Section L.4. THE PROPOSED PROGRAM IS SUBJECT TO GOVERNMENT APPROVAL. This program shall, at a minimum, address the following:

- (1) Where and by whom daily process controls and inspections will be performed. Contractor shall state the number of people that shall be permanently assigned to this program and their assignments.
- (2) Appointment of an official who shall be responsible for the operation of the quality control system/department and for investigating and ascertaining the causes of deficiencies found in patents shipped, as reported by USPTO customers.
- (3) How and when daily inspection and tests or reviews will be held to check for: 1- Improper printing registration; 2- acceptable printing; 3-size, squareness, and parallelism measurements.
- (4) Use of standard specimens for matching purposes when producing patents. Inspection overlays Attachment H will be used by the Government to check image position for printed drawing sheets, printed front pages, and the printed specification pages.
- (5) Procedures to be utilized to insure that daily samples for inspection will be taken from all phases of production.

(6) Describe how verification will be accomplished to insure that all orders have been processed in full.

(7) Describe how the destruction of defective and/or unused materials will be handled.

A signed Certificate of Inspection of each shipment, certifying that the patents were tested and inspected and found to be in compliance with all requirements shall be submitted to the Contracting Officer weekly.

Failure to maintain the Quality Control Program in accordance with the plan submitted and approved by the Government may result in the Government's termination of the contract for default.

Any obvious printing problems found during printing production are to be reported to the Government's on-site inspector or in his absence the Government Contract Administrator or Contracting Officer.

All requested quality control samples (for use by Government representatives) must be supplied at no cost to the Government.

C.12 REPORTING REQUIREMENT

The contractor shall be required to submit daily and monthly reports as described in this section.

C.12.1 DAILY REPORT

The contractor shall, on a daily basis, furnish the USPTO On Site Representative and the Contract Officer's Technical Representative (COTR) a report listing the following:

- (1) A detailed record of all deliveries made that day.
- (2) Daily log records of all quality assurance and inspection work done by contractor's personnel shall be kept complete, and shall be available to the Government upon request during the performance of this contract.
- (3) Any late availability of Government Furnished Materials, such as ledger list, soft copy list, advance order forms, Certificates of Correction, Dedications/Disclaimers, etc.
- (4) Missing patents per issue.
- (5) Details on all late deliveries.

C.12.2 MONTHLY REPORTS

This report shall be sent to the COTR and shall list:

- (1) Any current problems that impede or may adversely affect contract performance. Recommendations or proposals for corrective action shall be included, where appropriate.
- (2) Problems resolved or improvements realized by action of the contractor in meeting performance requirements.
- (3) Recommendations concerning actions to be taken pertinent to contract implementation based on operating experience or observations of the contractor.
- (4) Significant changes in the organization, staffing, facilities, equipment, operating procedures, etc., of the contractor's enterprise devoted to the fulfillment of this contract, which may prospectively affect his capacity for delivering units of production required under this contract.

SECTION D - PACKAGING AND MARKING

D.1 BANDING

Rubber bands shall be of sufficient strength to hold patents in groups without causing damage to the patent pages. Bands will be placed around the width (short dimension) of the patents, as ordered.

D.2 WRAPPING

As specified on TABLE 1 of DISTRIBUTION in Section F.6, wrap sets with Kraft paper in units of 50 or 100 patents and pack in cartons or envelopes.

D.3 PACKING

Pack in shipping containers. Pack in accordance with the Packing Order of Patent Issue Sets as specified in Attachment C.

Shipping containers must be packed solidly with the material laid flat on the bottom of the container and in solid contact with the top to prevent shifting and crushing in shipping and storage operations.

Strapping shipping containers (other than envelopes): All containers shall after sealing, be strapped in a minimum of two separate places with a signode or similar type polypropylene transparent strapping material. Strapping requirement applies to ALL deliveries and shipments.

If advance/subscription orders and partial sets will not fit into envelopes, the contractor will pack as follows:

- a. Pack quantities up to 5 kg (12 lbs.) into cushioned shipping bags or wrap in shipping bundles (maximum gross weight 6 kg (14 lbs)).
- b. Wrap quantities over 5 kg (12 lbs.) into shipping bundles or pack in shipping containers (maximum gross weight 10 kg (22 lbs)).

D.4 LABELING AND MARKING

Affix labels to each unit of mail packaged in envelopes, cushioned shipping bags, shipping bundles, and containers. If quantities ordered exceed first class limitations for international mail, the contractor must delete first class information from label, stamp "PRINTED MATTER" on package, and ship/mail air parcel post.

Each shipping container must be marked on one side with the issue date, the range (first and last numbers) of utility patents contained therein, and the number of shipping containers required for that set or order (1 of 5, 2 of 5, etc.).

D.5 PACKING FOR DELIVERY BY COURIER

Material shall be packed for shipment in such a manner that will ensure acceptance by courier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-01 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/far/>

52.246-02	Inspection of Supplies--Fixed-Price.	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

E.2 INSPECTION AND ACCEPTANCE

- A. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- B. Inspection and final acceptance and payment for any delivered items is subject to the quality assurance provisions and all pertinent clauses in these specifications, including reports, and shall be under the cognizance of the Contracting Officer.

E.2.1 INSPECTION OF ADVANCE/SUBSCRIPTION ORDERS

After advance/subscription orders have been gathered, but prior to the sealing of the packages, copies from 15 randomly selected destinations (i.e. 15 advance and subscription orders), will be pulled for inspection by the on-site representative. The on-site representative will inspect these copies for accuracy. Copies not selected for inspection will be held until the inspection has been completed. If defects are found in any of the inspection copies, a second set of 15 will be pulled and inspected. If defects are also found in the second batch, the contractor will be required to inspect ALL "Advance/subscription Orders". After inspection, copies that had been selected will be returned to the contractor for shipment or for correction of deficiencies. When defects are found to be common to all copies of a patent, all un-inspected copies of that patent must also be corrected.

E.2.2 DETERMINING ACCEPTABILITY OF A LOT

A lot of material is defined as a week's production of any of the following products:

- a. A single document number (e.g. patent).
- b. A set or partial set of patents.
- c. Advance orders/Subscription orders.
- d. Cartons of patents for stock.

When a defective document (printing/imaging or finishing) is found in: a set; advance/subscription order; or carton of patents; the defects found in that document will be assessed against the lot of that document rather than the lot of packed material.

E.3 APPLICABLE DIRECTIVES

The following levels and standards shall apply to all Contract Line Items:
(Please see Attachment J - Government Printing Office Attributes Program)

E.3.1. PRODUCT QUALITY LEVELS:

- (a) Printing and/or Electrostatic Reproduction (page related) Attributes - Level III.

(b) Finishing (item related) Attributes - Level III.

(c) EXCEPTIONS:

Image position must be held to +1.59 mm (1/16") between the specified (either head margin or side-to-side centering of image) and actual position of the image.

E.3.2 INSPECTION LEVELS: (from ANSI/ASQC Z1.4):

(a) Non-destructive Tests - General Inspection Level I.

(b) Destructive Tests - Special Inspection Level S-2.

E.3.3 SPECIFIED STANDARDS: The specified standards for the attributes requiring them shall be:

Attribute

P-7. Type Quality and Uniformity

E.4 ON-SITE REPRESENTATIVE

One full-time Government representative may be placed on the contractor's premises on a limited basis or throughout the term of the contract. See Section G.5 for Contract Administration requirements.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-01 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/far/>

52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination	NOV 1991

F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of this contract is as follows:

Base Period	July 1, 2003 through June 30, 2004
Option Period I	July 1, 2004 through June 30, 2005
Option Period II	July 1, 2005 through June 30, 2006
Option Period III	July 1, 2006 through June 30, 2007
Option Period IV	July 1, 2007 through June 30, 2008

Any order issued during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. The base period is subject to four one-year extensions respectively. Work orders will not be issued prior to the availability of appropriated funds from which expenditures there under may be made.

F.3 PICK UP AND DELIVERY LOCATION

The Government reserves the right to change the pickup and delivery address of any item or material used under this contract upon a 10-day written notice with no additional cost to the Government. Such change(s) shall be limited to the Washington, D.C., and Arlington-Alexandria, Virginia metropolitan areas.

The plant soft sets on the Distribution List are to be mailed on issue day according to Attachment B.

The contractor is cautioned that "Postage and Fees Paid" permit imprint may be used only for the purpose of mailing material produced under this contract. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

F.4 DISTRIBUTION

Deliver f.o.b. destination within the commercial zone of Washington, DC. Mail balance of order f.o.b. contractor's city.

In order to prevent the untimely release of patents produced on this program, the contractor shall be required to adhere to the following pickup and/or delivery requirements:

1 -Delivery vehicles (vans, trucks, and/or cars) used in the performance of this program for either pickup or delivery, shall be either owned, leased, or rented by the company awarded this contract, and shall be driven by an employee of that firm, or;

2 -Delivery vehicles (vans, trucks, and/or cars) used in the performance of this program for either pickup or delivery, shall be either owned, leased, or rented by a small carrier under contract to the company awarded the patents contract. These vehicles shall be used exclusively for the pick-up of Government furnished materials, and delivery of patent products required under this program. Vehicles shall be driven by an employee of the carrier.

Prior to the first pickup of Government furnished materials, the names of drivers making pickups and deliveries at the USPTO shall be submitted to the Government.

Pickup and/or deliveries of Government furnished materials or completed patents shall be direct from Government installations to contractor's plant or from contractor's plant to designated delivery site(s). There shall be no transfer or drop-off point where material or patents are transferred from one vehicle to another.

Contractor is required to make daily pickups at Addresses #1 and #2.

Inside delivery to the room number specified will be required for the following addresses:

1. Production Control Branch, Crystal Park Building 3, Room 909, 2231 Crystal Drive, Arlington, VA 22202.
2. Director's Suite, Crystal Park Building 3, Room 908, 2231 Crystal Drive, Arlington, VA 22202.
3. PTO (RTIS) File Maintenance Facility, 3443 Carlin Springs Road, Bailey's Crossroads, VA 22041.
4. Public Search Room, Crystal Plaza Building 4, Room 2C11, 2201 South Clark Place, Arlington, VA 22202.
5. DTSV/JCWS, Crystal Plaza Building 6, Room 1201, 2221 South Clark Street, Arlington, VA 22202
6. U.S. Patent and Trademark Office, Patent and Trademark Copy Sales, Crystal Gateway 4, Room 400, 1213 Jefferson Davis Hwy, Arlington, VA. 22202
7. Certificates of Correction Branch, Crystal Park Building 3, Room 918, 2231 Crystal Drive, Arlington, VA 22202
8. U.S. Patent and Trademark Office, Administrator of Computer and Telecommunications Operations, Production Control, Crystal Park 2, Suite 1100A, 2121 Crystal Drive, Arlington, VA 22202, ATTN: Deneise Boyd.
9. U.S. Patent and Trademark Office, Central Reexam Unit, Crystal Plaza ¾, Room 3D68, 2021 South Clark Place, Arlington, VA, 22202, Contact: Joseph Narcavage
10. File Maintenance Contract, Record Room, Crystal Plaza, Building 3, Room 1D01, 2021 Jefferson Davis Highway, Arlington, VA 22202.
11. Technical Center 1600/2900, Crystal Mall One, Room 8C14, 1911 South Clark Place, Arlington, VA 22202.
12. Technical Center 1700, Crystal Plaza Three, Room 7E09, 2021 South Clark Place, Arlington, VA 22202.

13. Technical Center 2700, Crystal Park Two, Room 8D43, 2121 Crystal Drive, Arlington, VA 22202.
14. Technical Center 2800, Crystal Plaza Four, Room 8C03, 2202 South Clark Place, Arlington, VA 22202.
15. Technical Center 3600, Crystal Park 5, Room 7D11, 2451 Crystal Drive, Arlington, VA 22202
16. Technical Center 3700, Crystal Plaza Two, Room 2D10, 2011 South Clark Place, Arlington, VA 22202.
17. Data Control Division, Crystal Mall One, Room 6D07, 1911 Jefferson Davis Hwy, Arlington, VA. 22202

F.5 ORDERING PROCEDURES

- A. As required, the Contracting Officer will issue a modification to the contract providing funding for the print order.
- B. Supplies or services to be furnished under this contract shall be ordered by the issuance of a print order (Patent Data Capture File on 8mm tape, sent to the contract from the Patent Data Contractor, and/or electronic mail/fax sent to the Contractor from the Contracting Officer's Technical Representative (COTR)).
- C. All print orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any work order.
- D. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.
- E. Orders under this contract will be issued only to the address specified by the Contractor, irrespective of whether the Contractor proposes to make deliveries from more than one local plant location.
- F. Orders issued will be at the fixed unit prices awarded for CLIN 0001 through CLIN 0030b and within the delivery times specified.
- G. The Contractor must maintain an invoice support listing in conformance with Attachment G.

F.6 F.O.B. POINT, DESTINATION, AND DELIVERY

- A. The Contractor shall be responsible for accomplishing the shipments of all items under the contract, including the return of Government –owned materials in such a manner as to ensure their safe delivery, in good order, at the destination, in accordance with Section D.

The Contractor is subject to unannounced security inspection at any time. An inspection may be made by the Contracting Officer or by his/her designated Representative (COTR), or by any USPTO representative designated by the COTR. When any work area is closed (e.g., at night or on the weekend) all Government-owned materials in the contractor's custody shall be stored in a fireproof and waterproof vault.

- B. PRIOR WORKDAY ("PWD"): The term "prior workday" is used to identify the schedule with respect to each patent issue date. Since "issue day" (day one) is always Tuesday, "prior workday five" is always the Wednesday before issue Tuesday. In counting "prior workdays", holidays which

fall on any of the five workdays are also counted. Any scheduled transmission of materials which falls on a federal government holiday will be accomplished on the following workday.

TABLE I - ASSEMBLY, PACKAGING, AND DISTRIBUTION OF SETS

The Government reserves the right to change the pickup and delivery address of any item or material used under this contract upon a 10-day written notice. Such change(s) shall be limited to the Washington, D.C., and Arlington-Alexandria, Virginia metropolitan areas. The plant soft sets on the Distribution List are to be mailed on issue day according to Attachment B.

The contractor is cautioned that "Postage and Fees Paid" permit imprint may be used only for the purpose of mailing material produced under this contract. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order.

Tuesday of each week is always an "issue day", regardless of whether or not that particular Tuesday is an actual Government workday. Any scheduled mailing/deliveries which fall on a federal government holiday will be accomplished on the following workday.

The contractor must deliver patents on the days listed in TABLE 1.

DELIVERABLE	Stitched	When Delivered	Where Delivered	Packing
I Hard Set I Reexam Hard Set	No No	By 12 Noon PWD 4 Thursday	Address #3	Kraft wrap in approximate 4" packages. Cartons
1 Set of C of Cs 1 Set Misc Certificates Remaining Misc. Certifs.	No No	By 12 Noon Issue Day Tuesday	Address #7	Cartons
1 Set of C of Cs 1 Set Misc Certificates	No	By 12 Noon Issue Day Tuesday	Address #8	Cartons
Remaining C of C's	No	By 12 Noon Issue Day Tuesday	Address #5	Cartons
1 Reexam Soft Set	No	By 12 Noon PWD 4 Thursday	Address #9	According to Need
I Hard Set	No	By 12 Noon PWD 3 Friday	Boyers, PA To be picked up at Plant	Rubberband in Approx. 4" packages Cartons
Labeled Hard Copies	Yes	By 12 Noon Issue Day Tuesday	Addresses #4, 11, 12, 13, 14, 15 & 16	Cartons
Patents with Invalid Technical Centers	Yes	By 12 Noon Issue Day Tuesday	Address #5	Cartons
1 Soft Set 1 Soft Set Design	No No	By 12 Noon Issue Day Tuesday	Address #4	Cartons
1 Soft Set 1 Soft Set Design	No No	By 12 Noon Issue Day Tuesday	Address #10	Cartons
Advance Orders Subscriptions Plant Patent Sets	Yes Yes Yes	By 12 Noon Issue Day	To Be Mailed	
Remaining Soft Plant Patent Copies	Yes	By 12 Noon Issue Day Tuesday	Address #6	
Patents with Invalid Technical Centers	Yes	By 12 Noon Issue Day Tuesday	Address #17	Cartons

F.7 ADVANCE NOTICE OF CHANGE IN PLACE(S) OF PERFORMANCE

The Contractor shall give, in writing, at least 60 days notice to the Contracting Officer's Technical Representative of any change in the location at which the work for any and all CLINs to be performed. Any post-award change in location time shall be made only with the prior approval of the Contracting Officer. It is imperative that any change in location does not adversely affect timely delivery of the work products furnished under this contract, and that the Government has, at all times, immediate access to materials furnished to the Contractor.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

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

G.2 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the Government Property specified in C.6 entitled “Government Furnished Material” to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the “Government Furnished Property Clause” of the contract.

Pickup of Government Furnished Material is as per the schedule in Section C.6.

If any of the Government Furnished Material for a particular issue is not delivered on time, the contractor has the option to defer delivery of the printing products for that issue on a day-for-day basis. Consequently, the Government will not accept liability for charges arising from late deliveries of Government Furnished Property or Government Furnished Material.

Unscheduled material, such as shipping instructions, delivery lists, and labels will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

G.3 AUTHORITY TO OBLIGATE THE GOVERNMENT

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

G.4 POINT OF CONTACT FOR CONTRACT ADMINISTRATION

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.

NAME: _____ TITLE: _____ ADDRESS: _____
CITY: _____

STATE: _____ ZIP CODE: _____ TELEPHONE
NUMBER: _____ FAX NUMBER: _____ INTERNET
ADDRESS: _____

G.5 ON-SITE REPRESENTATIVE

One full-time Government representative may be placed on the contractor's premises on a limited basis or throughout the term of the contract.

The contractor will be required to provide one private office of not less than 13.94 sqm. (150 square feet), furnished with one desk, one swivel arm chair, one side chair, one telephone and one facsimile machine (the Government will supply hookups and cover the cost of the telephone service), two work tables, and two four-drawer letter-size files with combination padlock and pendaflex file folders or equal.

The Government representative(s) will:

(1) be authorized by the Government to monitor and over-see all Quality Control measures and/or required distribution under this contract; and,

(2) upon completion of a print order placed by the ordering agency which shall consist of: patents listed on the Print Order; patents being made up from previous print orders; late and missing patents, (all of which shall be deemed a part of the work for the weekly issued print order). An itemized statement for billing, generated from *electronic input (*the number of pages for each ledger and soft copy will be derived from the PostScript tape), must be submitted to the on-site representative for examination and certification of all work completed and shipped. Quantities shall be submitted in accordance with "Schedule of Prices" line item pricing, along with a computer printout that shall be in conformance with Attachment G. Production quantities for all line items listed in the Schedule of Prices (whether chargeable or no charged) must be listed on the voucher. All efforts will be made to process the contractor's invoice in a timely manner. However, some cases (e.g., Holidays, Government representatives leave, etc.) may on occasion cause minor delays.

After verification and sign off has been completed, the contractor shall submit their invoice to the USPTO for payment in accordance with Section G.6. The Contracting Officer shall decide any disputes pertaining to whether an item or operation may or may not be charged, or pertaining to how a charge should be applied.

Inspection and final acceptance and payment for any delivered items is subject to the quality assurance provisions and all pertinent clauses in these specifications, including reports, and shall be under the cognizance of the Contracting Officer.

The Contracting Officer must approve any deviation from the requirements as stated in these specifications. On-site representative(s) DO NOT have the authority to make or approve changes or to alter any requirements stated herein.

The contractor shall without additional charge, provide all reasonable facilities and assistance for the safety and convenience of the Government representative(s) in the performance of duties. This shall include any inspection or test made by the Government on the premises of the contractor.

G.6 INVOICES

- A. Invoices shall be submitted in an original and three copies. The original and two copies shall be sent to the Finance Office at the address specified in Block 12 of the SF 26. A copy of the invoice shall also be sent to the COTR. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name of the business concern, invoice number and invoice date.
 2. Contract number and work order number, or other authorization for delivery of property or services.
 3. Description, price, and quantity of property and services actually delivered or rendered.
 4. Shipping and payment terms.
 5. Name, title, telephone number, and complete mailing address of responsible official to whom payment is to be sent to.
 6. Time period covered by the invoices.
 7. Contractor Tax Identification Number (TIN).
- B. To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:
1. Date of the Government's acceptance of the supplies being invoiced, and
 2. Name (where applicable), title, and telephone number of responsible official preparing the invoice.

G.7 METHOD OF PAYMENT

- A. All payments under this contract will be made by Electronic Fund Transfer (EFT) through the Treasury Financial Communication System.
- B. The Contractor shall forward the following information in writing to not later than 7 days after receipt of notice of award:

U.S. Patent & Trademark Office
Office of Finance
Box 17
Washington, DC 20231

1. Full name (where practicable), title, telephone number, and complete mailing address of responsible official(s),
 - a. to who check payments are to be sent; and
 - b. who may be contacted concerning the bank account information requested below.
2. The following bank account information required to accomplish wire transfers:
 - a. Name, address, and telegraphic abbreviation of the receiving financial institution.
 - b. Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System (FRCS).

- c. Recipient's name and account number at the receiving financial institution to be credited with the funds.
- d. If the receiving financial institution does not have access to the FRCS, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If ABA correspondent financial institution is specified, also provide:
 - i. Address and telegraphic abbreviation of the correspondent financial institution.
 - ii. The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.
- C. Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Office of Finance in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes 30 days before submitting the invoices to avoid payments to erroneous addresses or bank accounts.
- D. The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title and telephone number of the Contractor's official authorized to provide it, as well as the Contractor's name and contract number.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORGANIZATION 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 the Federal Acquisition Regulation (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 Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if he or she 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 potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, 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.2 OPTION TO EXTEND THE TERM OF THE CONTRACT – FIXED PRICE CONTRACT

- A. The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise an option by issuing a contract modification. To exercise an option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to the last 60-day period. This preliminary notification does not commit the Government to exercising the option.
- A. If the Government exercises the option, the extended contract shall be considered to include this option provision.
- B. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

H.3 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance. The Contractor shall procure such permits, licenses, and other required authorizations from the United States and from state and local authorities, as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, State and Local Laws in any way affecting the contract work.

H.4 NONDISCLOSURE OF PATENT INFORMATION

All drawings, designs, cuts, illustrations, negatives or other written or photographic data furnished by the Government to the Contractor for the necessary performance of the contract shall be and remain the sole

property of the Government. The Contractor agrees not to assert any rights, or to establish any claim under the design, patent, trademark, or copyright laws, or to publish or reproduce such matter in whole or in part in any manner or form except as provided under this agreement.

H.5 **SECRECY AND USAGE OF PATENT INFORMATION**

Work under this contract does not affect the national security. However, patent applications, drawings, etc. are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent drawing(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contract acquires no right or privilege to use or disclose any information contained in any patent drawings (in any form whatsoever), except to perform the work under contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any drawing or related copy or data furnished to the Contractor by the Government or obtained therefrom except for performing the work procured under this contract. Notwithstanding the provisions of any statute which may otherwise apply (i.e., 35 U.S.C. 122), this prohibition shall not terminate with the official USPTO issue and public availability of patents which contain essentially the same information. For example, after the patents have been issued, the Contractor may not create or copyright any product or derivative product (such as an index or selected group of data) from the master files it creates for the preparation of the items delivered under this contract.

Original patent documents (or copies of the information contained therein when furnished to the Contractor by the USPTO) are for the sole purpose of performing the work under this contract.

All other copying (or microfilming) of the information contained in any material furnished to the Contractor is prohibited. All other immediate work products shall be shredded after they are no longer needed.

All processing, storage or transmission of patent data by means of electronic communications systems is prohibited unless use of such systems for such purposes is approved by the USPTO.

All personnel employed to work on this contract, or otherwise having access to patent data or information concerning the same must take the following oath, or affirmation, signed in writing:

"I DO SWEAR OR AFFIRM THAT I WILL PRESERVE DRAWINGS FOR PATENTS IN SECRECY, THAT I WILL NOT DIVULGE ANY INFORMATION CONCERNING THE SAME TO UNAUTHORIZED PERSONS WHILE EMPLOYED IN WORK UNDER THIS CONTRACT OR AT ANY TIME THEREAFTER; AND THAT I TAKE THIS OBLIGATION FREELY, AND WITHOUT ANY MENTAL RESERVATION OR PURPOSE OF EVASION."

Each employee's signed oath, or affirmation shall, be retained in the Contractor's files, subject to inspection by authorized Government representatives.

H.6 **HOLD AND SAVE THE GOVERNMENT HARMLESS FROM LIABILITY**

The Contractor shall hold and save the Government, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of infringement of any patent or copyright or any other unauthorized disclosure or use of any confidential secret, or proprietary data, process, product or invention, whether or not patentable, in the performance of this contract, including their disclosure or use by the Government consistent with rights in, or intent of, the contract. Where applicable, this shall include full indemnification of all costs and expenses.

H.7 **LIMITATIONS ON SUBCONTRACTING**

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract at least 50 percent of the cost of contract performance incurred for personnel shall be

expended for employees of the concern, and the concern shall perform work for at least 50 percent of the cost of producing the end items.

H.8 GOVERNMENT'S RIGHT TO THE CONTRACTOR'S TECHNICAL FILE

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

H.9 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or 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 Contracting Officer with a copy to the COTR, in writing. The notification shall include pertinent details; provided, however, that this data shall not be construed as a waiver by the Government of any schedules or data or of rights or remedies provided by law or under this contract. Failure to give timely notice, however, may preclude later consideration of any request for an extension of the contract delivery period.

This notice shall state circumstances and estimated extent of delay. Each such notice submitted to the Government, shall be evaluated on its own merit, and the Contractor shall be notified, in writing, by the Contracting Officer of the Government's decision.

H.10 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the performance period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

H.11 52.216-19 ORDER LIMITATIONS OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the total award value;

(2) Any order for a combination of items in excess of total award value; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

H-12 52.216-21 REQUIREMENTS OCTOBER 1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the performance period of the contract.

H.13 SECURITY REQUIREMENTS

SECURITY REQUIREMENTS: The contractor shall maintain in operation, an effective security system where any of the items covered by these specifications are manufactured and/or stored (awaiting distribution or disposal) to assure against theft and/or the product ordered falling into unauthorized hands.

The contractor shall insure that the following steps are taken:

*Work and *Storage Areas: The contractor shall provide an area within a secured facility, dedicated to the manufacture and storage of items as defined in these specifications. Contractor must also provide a secured storage area for printed patents awaiting transfer to the Postal Service and/or material furnished by the USPTO.

*Access to the work and storage areas shall be limited to employees involved in the production/storage of U.S. Patents.

Equipment: All equipment that will be used in the manufacture and/or shipping/mailing of U.S. Patents must be located within the previously defined secured area or a second secured area that can also meet the above requirements. Access Control: The contractor shall provide the means to prevent unauthorized personnel from entering the secured areas on a 24 hour basis.

Accountability: The contractor shall maintain a record of accountability throughout all phases of production to include (1) finished product, (2) the destruction of imperfect work, (3) furnished materials. This record shall be made available to the Contracting Officer upon request.

Any theft or loss as defined in these specifications shall be reported immediately by the contractor to: Contracting Officer, USPTO, (703) 305-8146.

The contractor shall submit floor plans to the Contracting Officer in their proposal to show that the above requirements will be met.

H.14 MAINTENANCE AGREEMENT

The contractor shall be covered by a maintenance contract or plan (subject to Government approval) providing 24 hour a day service on all equipment utilized in the production of U.S. Patents.

SECTION I: CONTRACT CLAUSES

I.1 52.252-01 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/far/>

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
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
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
52.215-14	Integrity of Unit Prices.	October 1997
52.216-18	Ordering	October 1995
52.216-19	Order Limitations	October 1995
52.216-21	Requirements	October 1995
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
52.222-03	Convict Labor	August 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports On Disabled Veterans and Veterans of the Vietnam Era	December 2001
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement.	August 1996
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
52.232-34	Payment by Electronic Funds Transfer—Other than Central Contractor Registration	May 1999
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.233-01 Alternate I	Disputes	July 2002
52.233-03	Protest After Award	August 1996
52.237-03	Continuity Of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01	Changes--Fixed Price	August 1987
52.245-04	Government Furnished Property	April 1984
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	September 1996
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.251-01	Government Supply Sources.	April 1984
52.253-01	Computer Generated Forms	January 1991

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

- Attachment A – Glossary of Terms
 - Attachment B – Distribution List of U.S. Patents
 - Attachment C – Packing Order of Patent Issue Sets
 - Attachment D – Indicator Form
 - Attachment E – Corrected Copies Form
 - Attachment F – Contents List
 - Attachment G – Invoice Support Listing
 - Attachment H – Page Image Overlay
 - Attachment I – Ledger
 - Attachment J – Government Printing Office Attributes Program
 - Attachment K – Past Performance Questionnaire
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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 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 or 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 being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as 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 PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS DEVIATION (JAN 1990)

(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 as of December 23, 1989 that--

(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 a contract resulting from this solicitation;

(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 or who fails to file or amend this disclosure form to be filed or amended by 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 52.204-3 TAXPAYER IDENTIFICATION (OCT 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;

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 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it is, is not a women-owned business concern.

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

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(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 subdivision (a)(1)(i)(B) of this provision.

(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.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street
Address, City, State, County, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility if
Other than Offeror or Respondent

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

- A. 1. The North American Industry Classification System (NAICS) code for this acquisition is 323119.
- 2. The small business size standard is no more than 500 employees.
- 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 offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents, as part of its offer, that--
 - a. 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 of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - b. It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph B.6.a 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--

1. "Service-disabled veteran-owned small business concern"--
 - a. Means a small business concern--
 - (1) 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
 - (2) 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.
 - b. "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).
2. "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 C.1.a.(1) of this provision.
3. "Veteran-owned small business concern" means a small business concern--
 - a. 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
 - b. The management and daily business operations of which are controlled by one or more veterans.
4. "Women-owned small business concern," means a small business concern--
 - a. 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
 - b. 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--
 - a. Be punished by imposition of fine, imprisonment, or both;
 - b. Be subject to administrative remedies, including suspension and debarment; and

- c. Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 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.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 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) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is , is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.11 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.252-01 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/far/>

52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors – Competitive Acquisition	May 2001
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

L.2 52.233-2 SERVICE OF PROTESTS (AUGUST 1996) (DEVIATION)

A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgments of receipt from:

U.S. DEPT. OF COMMERCE, USPTO
OFFICE OF PROCUREMENT
BOX 6
WASHINGTON, DC 20231
ATTN: Brendon Johnson
FAX: 703-305-8294

OFFICE OF THE GENERAL COUNSEL
USPTO
BOX OGC
WASHINGTON, D.C. 20231
FAX: 703-305-5907

B. The copies of any protest shall be received in the offices designated above within one day of filing a protest with the GAO.

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

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the

contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

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

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:
Jo-Anne Barnard
Chief Financial Officer and Chief Administrative Officer
U.S. Patent & Trademark Office
Washington, D.C. 20231
FAX No. 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 forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

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

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

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

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

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. 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 PROPOSAL REQUIREMENTS

Offerors are required to submit an original and four (4) copies of the following in response to the solicitation:

- | | |
|-----------|--|
| Volume I | A. Management/Technical Plan
B. Past Performance |
| Volume II | C. Price Proposal
D. A completed Section K (Certifications and Representations) |

A. Management/Technical Plan

The Management/Technical Plan should address the Offeror's ability to provide and manage the full range of program management activities necessary to perform the contract successfully. The Management/Technical Plan shall not exceed twenty (20) pages, not including any attachments. The Management/Technical Plan must at a minimum cover the following subtopics:

1. Understanding of the USPTO's requirement
2. Production Capabilities and Methods
3. Physical and Human Resources
4. Maintenance Plan
5. Delivery Plan
6. Quality Assurance Plan

All interested offerors shall contact **Marjorie Turner** to obtain a sample package with the following information: one (1) Exabyte 8mm tape with weekly data, one (1) plant patent, one (1) utility patent, one (1) design patent, one (1) certificate of correction, one (1) reissue, one (1) Statutory Invention Registration (SIR) and one (1) Reexamination Certificate. Prospective Offerors must return the samples loaned to them on the closing date of this solicitation, whether or not a proposal is submitted, or be liable for replacement costs of \$600 per sample package. Marjorie Turner, is located at 2231 Crystal Drive, Crystal Park 3, Suite 910, Arlington, VA 22202 and can be reached at (703) 305-8378.

B. Past Performance and Experience.

The Past Performance Statement shall not exceed five (5) pages in total inclusive of all Offeror references. This description must include, at a minimum:

1. Experience in managing and performing similar size requirements and delivering comparable products. This section shall demonstrate the Offeror's experience and ability to print, bind, and deliver copies which are the same, or similar to those addressed in Section C (Description/Specification/Work Statement).

This section shall demonstrate the Offeror's experience in performing this contract type.

2. List of current or previous contracts; (excluded from five (5) page limitation)

The Offeror shall provide current points of contact (Contracting Officer and COTR), point of contact's 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. The Offeror should provide information on any problems encountered on the identified contracts and the corrective action taken.

3. A form in Attachment K of this RFP is provided for the offeror to give to their references. This form should be completed by the reference and submitted via fax not later than the RFP submission due date to the following (as per attachment instructions):

FAX 703-305-8294

ATTN: Brendon Johnson
U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive
Crystal Park I, Suite 810
Arlington, VA 22202
Voice 703-305-8146

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts. 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 are relevant to the requirements and to utilize only those references.

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

* The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. 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 the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

C. Price Proposal.

USPTO anticipates entering into a fixed-price requirements type contract. Offerors shall complete all of Section B. Offerors must submit a unit price and total amount for each Contract Line Item (CLIN) and Sub-Line Item (SLIN) in the price schedule. The Government's estimated annual quantity shall be used in the calculations of the total amounts. The Government reserves the right to make an award on any item for a quantity less than the quantity specified in Section B.

D. Certifications and Representations.

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

L.5 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted via email to BrendonJ.Johnson@uspto.gov and must identify the author and company name. All questions shall be answered by an Amendment to the Request for Proposals and answers will be made available through the Office of Procurement website 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 2:00 p.m. EST on April 21, 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.

OFFERORS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE PERSON IN BLOCK 10 OF THE SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.6 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and four 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 font shall be Times New Roman 12 pt; and,

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

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time, May 19, 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: Brendon Johnson
Office of Procurement
Box 6
Washington, DC 20231

Handcarried, Courier, or Non-USPS Mail Service

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

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

L.7 INCUMBENT CONTRACTOR

The requirement is currently performed under GPO Contract U.S. Patents D306-S (3/01). The Current Contractor is Graphic Data LLC, Burlington, NJ.

L.8 INCURRING COSTS

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

L.9 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. 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.10 ALTERNATE PROPOSALS

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.11 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.12 PERIOD FOR ACCEPTANCE OF OFFERS

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

L.13 TOTAL SMALL BUSINESS SET-ASIDE

This is a Total Small Business Set-Aside.

L.14 SUMMARY

Offerors shall be responsible for accessing the web page <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm> for any amendments to this RFP. Offerors who fail to submit the requested information as detailed above by the due date will not be considered for further evaluation. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract award.

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 “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 management/technical, 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 management/technical quality, or past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior management/technical and past performance. As proposals become more equal in their management/technical and past performance/experience the evaluated price increases in relative importance.

M.2 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 management/technical, past performance, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of management/technical and past performance features with differences in price to the USPTO. USPTO shall determine what tradeoff among management/technical, past performance, and price promises the greatest value to the USPTO.

To be eligible for contract award, the Offeror shall meet the following conditions:

- * Determined to be responsible according to the standards of FAR Subpart 9.1. The USPTO reserves the right to conduct a Pre-award survey IAW FAR 9.106 to verify and determine that the Offeror has the facilities and equipment necessary to perform the contract.
- * 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 management/technical, past performance, and price factors.

M.3 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.4 EVALUATION PROCEDURES

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the United States Patents Printing/Imaging/Binding/Distribution solicitation. The USPTO will evaluate and make award based upon the evaluation criteria provided below:

A. Management/Technical Plan

The USPTO will assess the Offeror's ability to provide and manage the full range of program management and technical activities necessary to perform the contract successfully. The evaluation will consider the relevance, credibility, responsiveness, and completeness of performance and services offered. The USPTO will evaluate the Offeror's: Understanding of the USPTO's Requirement, Viability of the Offeror's Planned Approach, Physical and Human Resources, Quality Assurance Plan, and Maintenance Plan.

B. 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 offeror's responsibility. The USPTO will examine the following elements in evaluating the offeror's Past Performance:

- Relevance of the offerors past experience; and,
- Quality of the offerors past experience and performance.

C. Price Proposal

The USPTO will examine the price proposals as prescribed in Section 15.403 and 15.404 of the Federal Acquisition Regulation to ensure a fair and reasonable price.

D. Relative Importance of Evaluation Factors

The factors are weighted accordingly:

- Factor A is more important than B.
- Factors A and B listed above, both individually and when combined are more important than factor 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 OFFERORS

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.