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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-	PAGE OF PAGES 1   116
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 52PAPT201023	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/26/2002	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Office of Procurement U.S. Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Sections L.14 until 2:30 pm local time July, 26, 2002.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Frank L. Rumph	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 703 NUMBER 306-4505 EXT.		C. E-MAIL ADDRESS Frank.Rumph@uspto.gov
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY Office of Finance United States Patent and Trademark Office Box 17, Washington, DC 20231	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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## **SECTION B**

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

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## SUPPLIES OR SERVICES AND PRICES

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

The contractor shall provide the services and supplies under the contract at the fixed unit prices identified in the schedule of prices. The specified fixed unit prices shall include wages, overhead, general and administrative expenses, profit and taxes. In the Schedule of Prices, for CLINs with a unit of "copy", the Government shall pay the contractor the unit price listed times the number of copies produced on the office machines. The contractor shall add the number of copies produced on each machine within that CLIN and mark that number under the quantity column in its invoice.

Workload estimates of the quantities of copies which members of the public may make on the office equipment managed by the contractor are provided in Section J. These numbers are estimates only, and the Government makes no representation about their accuracy. The contractor hereby acknowledges this fact and agrees to ensure that adequate supplies are available for all machines managed in order to meet the performance requirements specified in the contract.

The quantity of additional machines in the Schedule of Prices is provided as an estimate. The estimate is not a representation to the Contractor that the estimated quantity will be ordered or that conditions affecting ordering will be stable or normal. If the Government orders additional equipment, it will begin making payments to the contractor for the equipment after it has been delivered by the contractor and accepted by the Government.

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**SUPPLIES OR SERVICES AND PRICES/COSTS**

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

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE MO.</b>	<b>TOTAL AMOUNT</b>
001	Management of Operation Project Management; Key Operator, Monitor Services; Computer Support Operator; Public Assistance; Reports; and Management of Gov't Furnished Magnetic Card Encoding System	12	MONTH		
002	55 DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:	12	MONTH		
002A	ADD'L DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:				
002AA	56th Digital Photocopier	12	MONTH		
002AB	57th Digital Photocopier	12	MONTH		
002AC	58th Digital Photocopier	12	MONTH		
002AD	59th Digital Photocopier	12	MONTH		
002AE	56th Digital Photocopier	12	MONTH		
002AF	60th Digital Photocopier	12	MONTH		
002AG	61th Digital Photocopier (Prices for additional digital photocopiers should not be include in the total price)	12	MONTH		
002B	PHOTOCOPIER SUPPLIES	1	COPY		
003	15 READER-PRINTER Use and Maintenance Brand: Model:	12	MONTH		
003B	ADD'L READER-PRINTERS Use and Maintenance Brand: Model:				
003BA	16th Reader-Printer NP980	12	MONTH		
003BB	17th Reader-Printer NP880	12	MONTH		
003BC	18th Reader-Printer	12	MONTH		
003BD	19th Reader-Printer (Prices for additional reader printers should not be include in the total price)	12	MONTH		
003C	READER-PRINTER SUPPLIES	1	COPY		
004	QMS-2425 PRINTER SUPPLIES	1	COPY		
004A	HIGH SPEED PROMARK TECH PRINTER PAPER SUPPLY	1	COPY		
	OPTIONAL TASK AND RELOCATION OF EQUIP. (Any leftover funds will be carry over to OP-1)	1	LOT		

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TOTAL

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**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.3 SCHEDULE OF PRICE  
OPTION PERIOD I**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE MO.</b>	<b>TOTAL AMOUNT</b>
005	Management of Operation Project Management; Key Operator, Monitor Services; Computer Support Operator; Public Assistance; Reports; and Management of Gov't Furnished Magnetic Card Encoding System	12	MONTH		
006	55 DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:	12	MO		
006A	ADD'L DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:				
006AA	56th Digital Photocopier	12	MONTH		
006AB	57th Digital Photocopier	12	MONTH		
006AC	58th Digital Photocopier	12	MONTH		
006AD	59th Digital Photocopier	12	MONTH		
006AE	56th Digital Photocopier	12	MONTH		
006AF	60th Digital Photocopier	12	MONTH		
006AG	61th Digital Photocopier (Prices for additional digital photocopiers should not be include in the total price)	12	MONTH		
006B	PHOTOCOPIER SUPPLIES	1	COPY		
007A	15 READER-PRINTER Use and Maintenance Brand: Model:	12	MO		
007B	ADD'L READER-PRINTERS Use and Maintenance Brand: Model:				
007BA	16th Reader-Printer NP980	12	MO		
007BB	17th Reader-Printer NP880	12	MO		
007BC	18th Reader-Printer	12	MO		
007BD	19th Reader-Printer (Prices for additional reader printers should not be include in the total price)	12	MO		
007C	READER-PRINTER SUPPLIES	1	COPY		
008	QMS-2425 PRINTER SUPPLIES	1	COPY		
008A	HIGH SPEED PROMARK TECH PRINTER PAPER SUPPLY	1	COPY		
	OPTIONAL TASK AND RELOCATION OF EQUIP. (Any leftover funds will be carry over to OP-2)	1	LOT		



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**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.4 SCHEDULE OF PRICE**

**OPTION PERIOD II**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE MO.</b>	<b>TOTAL AMOUNT</b>
009	Management of Operation Project Management; Key Operator, Monitor Services; Computer Support Operator; Public Assistance; Reports; and Management of Gov't Furnished Magnetic Card Encoding System	12	MONTH		
009	55 DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:	12	MONTH		
0010A	ADD'L DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:				
0010AA	56th Digital Photocopier	12	MONTH		
0010AB	57th Digital Photocopier	12	MONTH		
0010AC	58th Digital Photocopier	12	MONTH		
0010AD	59th Digital Photocopier	12	MONTH		
0010AE	56th Digital Photocopier	12	MONTH		
0010AF	60th Digital Photocopier	12	MONTH		
0010AG	61th Digital Photocopier (Prices for additional digital photocopiers should not be include in the total price)	12	MONTH		
0010B	PHOTOCOPIER SUPPLIES	1	COPY		
0011A	15 READER-PRINTER Use and Maintenance Brand: Model:	12	MONTH		
0011B	ADD'L READER-PRINTERS Use and Maintenance Brand: Model:				
0011BA	16th Reader-Printer NP980	12	MONTH		
0011BB	17th Reader-Printer NP880	12	MONTH		
0011BC	18th Reader-Printer	12	MONTH		
0011BD	19th Reader-Printer (Prices for additional reader printers should not be include in the total price)	12	MONTH		
0011C	READER-PRINTER SUPPLIES	1	COPY		
0012	QMS-2425 PRINTER SUPPLIES	1	COPY		
0012A	HIGH SPEED PROMARK TECH PRINTER PAPER SUPPLY	1	COPY		
	OPTIONAL TASK AND RELOCATION OF EQUIP. (Any leftover funds will be carry over to OP-3)	1	LOT		



**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.5 SCHEDULE OF PRICE  
OPTION PERIOD III**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE MO.</b>	<b>TOTAL AMOUNT</b>
0013	Management of Operation Project Management; Key Operator, Monitor Services; Computer Support Operator; Public Assistance; Reports; and Management of Gov't Furnished Magnetic Card Encoding System	12	MONTH		
0014	55 DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:	12	MONTH		
0014A	ADD'L DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:				
0014AA	56th Digital Photocopier	12	MONTH		
0014AB	57th Digital Photocopier	12	MONTH		
0014AC	58th Digital Photocopier	12	MONTH		
0014AD	59th Digital Photocopier	12	MONTH		
0014AE	56th Digital Photocopier	12	MONTH		
0014AF	60th Digital Photocopier	12	MONTH		
0014AG	61th Digital Photocopier (Prices for additional digital photocopiers should not be include in the total price)	12	MONTH		
0014B	PHOTOCOPIER SUPPLIES	1	COPY		
0015A	15 READER-PRINTER Use and Maintenance Brand: Model:	12	MONTH		
0015AA	ADD'L READER-PRINTERS Use and Maintenance Brand: Model:	4	MONTH		
0015AB	16th Reader-Printer NP980				
0015AC	17th Reader-Printer NP880				
0015AD	18th Reader-Printer				
0015AD	19th Reader-Printer (Prices for additional reader printers should not be include in the total price)				
0015B	READER-PRINTER SUPPLIES	1	COPY		
0016	QMS-2425 PRINTER SUPPLIES	1	COPY		
0016A	HIGH SPEED PROMARK TECH PRINTER PAPER SUPPLY	1	COPY		
0017	OPTIONAL TASK AND RELOCATION OF EQUIP. (Any leftover funds will be carry over to OP-4)	1	MONTH		

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**Total**

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**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.6 SCHEDULE OF PRICE  
OPTION PERIOD III**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE MO.</b>	<b>TOTAL AMOUNT</b>
0017	Management of Operation Project Management; Key Operator, Monitor Services; Computer Support Operator; Public Assistance; Reports; and Management of Gov't Furnished Magnetic Card Encoding System	12	MONTH		
0018	55 DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:	12	MONTH		
0018A	ADD'L DIGITAL PHOTOCOPIERS Use and Maintenance Brand: Model:				
0018AA	56th Digital Photocopier	12	MONTH		
0018AB	57th Digital Photocopier	12	MONTH		
0018AC	58th Digital Photocopier	12	MONTH		
0018AD	59th Digital Photocopier	12	MONTH		
0018AE	56th Digital Photocopier	12	MONTH		
0018AF	60th Digital Photocopier	12	MONTH		
0018AG	61th Digital Photocopier (Prices for additional digital photocopiers should not be include in the total price)	12	MONTH		
0018B	PHOTOCOPIER SUPPLIES	1	COPY		
0019A	15 READER-PRINTER Use and Maintenance Brand: Model:	12	MONTH		
0019B	ADD'L READER-PRINTERS Use and Maintenance Brand: Model:				
0019BA	16th Reader-Printer NP980	12	MONTH		
0019BB	17th Reader-Printer NP880	12	MONTH		
0019BC	18th Reader-Printer	12	MONTH		
0019BD	19th Reader-Printer (Prices for additional reader printers should not be include in the total price)	12	MONTH		
0019C	READER-PRINTER SUPPLIES	1	COPY		
0020	QMS-2425 PRINTER SUPPLIES	1	COPY		
0020A	HIGH SPEED PROMARK TECH PRINTER PAPER SUPPY	1	COPY		
0021	OPTIONAL TASK AND RELOCATION OF EQUIP.	1	MONTH		

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<b>Total</b>									

**Total Contract**

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## **SECTION C**

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

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## STATEMENT OF WORK/SPECIFICATIONS

### C.1 STATEMENT OF WORK/SPECIFICATIONS

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

### C.2 BACKGROUND

**2.1** The U. S. Patent and Trademark Office (USPTO), Public Search Services Division, Public Search Facilities Branch is responsible for providing digital photocopiers, reader-printers, customer ordering workstations and laser printers to public users of the USPTO Patent Search Room, Trademark Search Library, Trademark Attorney Office, Patent Assignment Search Room, Trademark Trial and Appeal Board, Scientific and Technical Information Center, Biotechnology/Chemical Library, Office of Patent Publications, 2600 Communications Group, and the Office of National Applications Review.

**2.2** The machines are equipped with equipment access units. The magnetic card encoding system utilizes equipment access units, which allow public users to make prints on the machines after magnetic cards are inserted in the equipment access units. Dollar values are encoded on magnetic cards based on payment by members of the public. The dollar value is displayed on the equipment access units after the cards have been inserted. The equipment access units deduct a preset charge from the magnetic cards for each copy produced.

### C.3 SCOPE OF WORK

**3.1** The USPTO requires the contractor to provide support to the Public Search Services Division. This includes providing sufficient and qualified management personnel, dedicated technicians, and key operators to provide overall project management of government and contractor furnished equipment, key operator services, public assistance, and management of the Government furnished magnetic card encoding system.

**3.2** In addition, the contractor shall provide 55 digital photocopiers with network capability and 15 microfilm reader-printers, and cables and harnesses for the Government-furnished Digital Access Control (DAC) equipment access units.

**3.3** In addition to managing and maintaining the contractor furnished equipment, the contractor shall manage five (5) Government furnished customer ordering workstations and four (4) laser printers. The contractor shall provide supplies that include but are limited to paper, toner, toner cartridges, developer, dispersant, new or replacement accessories, and repair parts. The contractor shall replenish supplies in all photocopiers, reader-printers, and local printers as needed.

### C.4 DEFINITIONS

**4.1** Downtime: Downtime is any time during which: a machine is unable to produce copies of acceptable quality; a machine fails to make copies; a machine is out of paper, toner or any other supply; or a machine's magnetic card reader malfunctions (except when all spare magnetic card reader are in use). Downtime does not include time during which a machine is inoperable due to scheduled preventive maintenance, accident, neglect, misuse, failure or interruption of electrical power, or failure of air conditioning or humidity controls.

**4.2** Equipment Access Unit: An electric key counter attached to a photocopier or reader-printer which allows the user access to make copies after a magnetic card is inserted into the unit and read.

**4.3** Make Debit Card: A magnetic card issued by the COTR for setting the encoding machine each day.

**4.4** Maintenance: Maintenance includes all labor, parts, service, and repairs necessary to maintain proper operation of all copiers, microfilm reader-printers, copy control devices, and card vending machines during contract performance. It does not include repair of damage resulting from accident, neglect, misuse, failure or interruption of electrical power, or failure of air conditioning or humidity controls.

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**4.5** Meter Reader: A reflection of the number of copiers made on each photocopier, reader-printer, and encoding machine.

**4.6** Required Effectiveness Level: Percentage of total hours of required operation the contractor furnished equipment must function.

**4.7** Total Hours of Required Operation: The total number hours per month each machine should function in accordance with the machine location and hours of operation. For example, for a machine in a location with performance hours of 8:00 AM to 8:00 PM (twelve hours), in a month with 22 workdays, the total hours of required operation for that month would equal 264 hours.

**C.5 PERSONNEL**

**5.1** The Contractor shall provide all necessary management, supervision, personnel, and labor that are required to perform the work. The Contractor shall designate an individual as Project Manager who shall be responsible for ensuring acceptable performance of all assigned tasks. The Project Manager shall have full authority to act for the Contractor and shall spend 100 percent of his/her time during duty hours on work to be performed under this contract.

**5.2** Except for reasons beyond the control of the Contractor, substitute personnel shall not be assigned to key positions without prior approval of the Contracting Officer (CO). Emergency assignments of key personnel subsequently must be approved by the CO. A non-emergency key assignment request must be submitted to the CO, with an information copy to the Contracting Officer's Technical Representative (COTR), no less than 2 weeks prior to the effective date of the proposed assignment.

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

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

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

**C.6 WORKDAYS AND EXCEPTIONS**

**6.1** On regular workdays, the Contractor shall have access to USPTO premises during the hours of 7:30 AM to 8:30 PM.

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

**6.3** With the exceptions noted in the preceding sections 6.1 and 6.2, the Contractor shall not be permitted on the USPTO premises during USPTO security hours (8:30 PM to 6:00 AM) or on weekends or on Federal holidays or their equivalent except by prior approval of the COTR. To receive approval, the Contractor must submit a request in writing which lists, as a minimum, the names of the individuals who will be working, and the area(s) where work will be performed.

**6.4** Hours of Operation The Contractor shall provide the services Monday-Friday, except for Federal holidays, during the hours and at the locations specified below. All locations are in Patent and Trademark Offices located in the Crystal City area of Arlington, Virginia. See map of Patent and Trademark Office Locations in Section J.

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**NOTE:** Vendors are hereby notified that USPTO attends to move to a new campus located in Alexandria, VA. The hours of operation will remain the same, however, locations will vary in the new facility.

<b>Location</b>	<b>Bldg. No.</b>	<b>Hrs. of Performance</b>
Patent Search Room:		
North Stacks	CP-3	8:00 AM - 8:00 PM
South Stacks	CP-3	8:00 AM - 8:00 PM
Mezzanine-Room		
1A05/2nd Level	CP-3	8:00 AM - 8:00 PM
Reader/Printer Area	CP-3	8:00 AM - 8:00 PM
Bound Volume Room		
2nd Floor	CP-4	8:45 AM - 4:35 PM
Scientific Library		
2nd Floor	CP3-4	8:30 AM - 5:00 PM
Patent Assignment Search Room		
2nd Floor	CP-3	8:30 AM - 5:00 PM
Chemical and Biotechnology Library	CM-1, Lobby	8:30 AM - 5:00 PM
Trademark Search Library	ST, 2nd Floor	8:00 AM - 5:30 PM
Trademark Assignment Room	ST, 2nd Floor	8:00 AM - 5:30 PM
Trademark Search Services Division	ST, 3rd Floor	8:30 AM - 5:30 PM
Trademark Trial and Appeal Board	ST, 9th Floor	8:30 AM - 5:00 PM
Trademark Attorney Office		
North	NT, 10th Fl.	8:30 AM - 5:00 PM
South	ST, 3rd Fl.	8:30AM - 5:00 PM
Group 2600	CPK2, 8th Fl.	8:30 AM - 4:35 PM
Office of Publications	CPK3, 9th Fl.	8:30 AM - 5:00 PM
Office of National Application Review	CP-2, 6th Fl.	8:30 AM - 5:00 PM

**6.5** Work shall not be required of the Contractor when Federal employees are released from work early because of inclement weather conditions, on Federal excused days (e.g., Inauguration Day), or on the following Federal holidays (nor on holidays observed in lieu thereof):

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

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

## **C.7 PREMISES**

**7.1** The Contractor shall perform Public Search Services Support in facilities provided by the Government. The Contractor shall insure that work space (e.g., tables) is made available to the Government for use during inspections as needed. The Government will provide storage rooms for supplies.

Storage Rooms: CP4 Lobby Level, approx. 8 ft. X 11 ft.  
CP3, Patent Search Room, approx. 6 ft. X 11 ft.  
ST, 2nd Floor, approx. 9 ft. X 12.5 ft.

**7.2** Government owned telephones should be available to the Contractor for use in communicating with the COTR and between Contractor sites on or off the USPTO premises; these telephones are not to be used for personal calls by Contractor employees.

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**C.8 REQUIREMENTS**

**C.8.1 MANAGEMENT OF OPERATION**

**8.1.1** Management of the overall operation shall be the responsibility of the Contractor. The Contractor shall provide, maintain and furnish supplies for the following equipment in approximately seventeen (17) separate USPTO locations:

- 55 contractor furnished photocopiers
- 15 contractor furnished reader-printers
- 5 government furnished customer-ordering workstations
- 4 government furnished laser printers

**8.1.2** The Contractor shall maintain a required 98% effectiveness level for each piece of contractor furnished equipment provided under this contract. If the contractor does not provide this effectiveness level, the Government will apply downtime credits.

**8.1.3** The Government will maintain a service agreement on the encoding system. The Contractor shall be responsible for placing all service calls for any part of the Government-furnished Digital Access Control (DAC) magnetic card encoding system requiring repairs. After one (1) business day, if there is no response to the service call, the Contractor shall notify the Contracting Officer's Representative (COTR).

**8.1.4** The Contractor shall ensure that all equipment is operational at the beginning of each working day.

**8.1.5** The Contractor shall provide a staff of qualified and trained management personnel, key operators, and service technicians in sufficient numbers to actively and efficiently service and support the scope and population of equipment under the contract.

**8.1.6** The Contractor shall provide a training plan for all personnel who will be dedicated to the contract. The training plan shall ensure that dedicated personnel can efficiently and effectively provide service and support the scope and population of equipment covered under this contract at all times.

**8.1.7** The Contractor shall be responsible for the management of the four (4) Government furnished workstations and QMS-2425 printers.

- Patent Search Room – 10
- Patent Assignment Search Room – 2
- Patent Search and Image Retrieval Facility – 1
- Trademark Search Library - 2

The Contractor shall furnish supplies for the printers, which include letter-sized paper and toner cartridges.

**8.1.8** The Contractor shall provide full time, on-site key operator assistance during hours of operation specified for the designated areas. The Contractor shall ensure that all equipment is turned on five minutes before the opening of each area and turned off five minutes before the closing of each working day.

The public users will obtain their copies from the QMS-2425 printers. If a workstation fails to power-up, the contractor shall contact the designated USPTO point-of-contract immediately. The key operator shall replenish 8 ½ X 11 or A4 paper; replenish toner cartridges as needed; perform minor maintenance operation procedures (i.e., removing paper jams etc.); and provide routine cleaning of all printers. The government will furnish the contractor with user documentation for the QMS-2425 printers.

**8.1.9** The Contractor shall be responsible for placing calls for maintenance for the workstations, and laser printers. The name and telephone number for maintenance calls will be provided to the contractor. The Contractor shall keep a logbook for all maintenance

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calls for the workstation, and the laser printers. Due to the public demand, the Government may need to increase the quantity of workstations. The Contracting Officer will notify the contractor at least 30 days before the addition of workstations and printers.

### **C.8.2 PROJECT MANAGEMENT**

**8.2.1** The Contractor shall have a Project Manager who shall be responsible for the overall management of the public search services support project. The Project Manager shall communicate on a regular basis with the COTR to discuss project matters. The Project Manager or designee shall be available to respond to the COTR within four working hours of notification. The Project Manager or designee shall be on call between the hours of 8:30 AM and 5:00 PM on all Government workdays. The Project Manager shall be empowered to make daily decisions to ensure that the contract implementation and day-to-day operation is as smooth as possible.

### **C.8.3 KEY OPERATOR SERVICE**

**8.3.1** The Contractor shall provide full time, on-site key operators to maintain operation of all digital photocopiers with network capability, microfilm reader-printers, workstations and printers to provide satisfactory services under the contract during all hours of operation. The key operators shall perform minor maintenance procedures (such as removing paper jams) and replenish all supplies, including copy paper, in all copiers, reader-printers and all printers as needed. The public users will actually make the copies; however, the contractor is responsible for keeping all equipment ready for operation at all times.

**8.3.2** The Contractor shall provide Lead Key Operator to support the operation of the digital photocopiers with network capability in the Secure Copier Corner in the Patent Search Room. This Lead Key Operator shall be designated as a monitor, to monitor the actions of the public in the Secure Copier Corner. The monitor shall provide satisfactory services under the contract during the hours of 8:30 AM to 5:00 PM on workdays. The monitor shall maintain a professional, business-like, and courteous but firm manner at all times when dealing with the public users. The monitor shall enforce the "Public Standard Rules for all Search Facilities", and all official notices of a prohibitory, regulatory, or directory nature.

The monitor shall regulate use of the digital photocopier area by maintaining the sign-on/off logs sheet and enforcing digital photocopier operational rules. The monitor shall assist the Security Guard in the Secure Copier Corner in performing inspection duties. All public users are subject to inspection before entering or leaving the Secure Copier Corner. The monitor shall assist the Security Guard on an as needed basis when lines of public users develop. The monitor shall assist the Security Guard in inspecting incoming and outgoing packages, papers, briefcases, purses, and other containers in the possession of the public users in order to prevent the removal of files and original papers from the secure area. The monitor shall identify original file copy papers as distinguished from digital photocopier papers.

**8.3.3** The Contractor shall provide a part-time, on-site Computer Support Operator to support the (5) customer ordering workstations in the PSR's Patent File Archive. The computer support operator shall assist the public users to access the File Tracking System. The computer support operator shall boot the customer-order workstations in AM, reboot as necessary during the day, and shut down at PM closing. The computer support operator shall provide basic NT window and keyboard assistance to the public users. The computer support operator shall perform minor maintenance procedures such as removing paper jams and replenishing roll paper for paper receipt machines. The computer support operator shall perform troubleshooting on the File Tracking System and report network/hardware failure to USPTO representatives. The contractor shall have 15 minutes to respond to a call when placed by the public users or USPTO staff. The Contractor shall provide coverage for PSR's Patent File Archive between the hours of 7:30 AM to 4:00 PM. The computer support operation shall track each error message including reboot incidents stating a brief description of the solution on the Universal Workstations Log Book. Additional universal workstations and printers will be added on an as needed basis within the Public Search Facilities.

### **C.8.3 PUBLIC ASSISTANCE**

**8.4.1** The Contractor shall be visible to the public at all times. In addition, the contractor shall be responsible for assisting the public on an as needed basis in the operation and use of all equipment under the contract. The Contractor shall maintain a professional, business-like, and courteous manner at all times when dealing with the public users. The Contractor's employees shall wear some type of uniform or smock so as to identify themselves to the public. The uniform or smock must have the contractor's company name on it in plain view. This requirement is in addition to the badge/ID requirements described at C.5.4.

**8.4.2** In the event of public complaints about any aspect of the operation, the contractor shall work with the public to resolve the complaints. At times, the public may not be satisfied and may take the complaint to the USPTO. If the public should take a complaint

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to the USPTO, and the contractor becomes aware of the customer's intent to do so, the supervisor shall report such situations to the COTR in writing within four (4) working hours of notification by the COTR.

**8.4.3** The Contractor shall provide public assistance for an hour and half during the Public Search Services Division "All Hands Meeting". The meetings will be held on a quarterly basis. All meetings will be announced within a week notice to the contractor. The following area and procedures will be covered during the "All Hands Meeting":

**C.8.4 PSR Badge/Receptionist:**

For new customers: Request the contractor to ask customers to fill out the badge application, come back within an hour and half for badge pickup.

Answering telephone: Good afternoon, Patent Search Room. \*\*If the Security sensor goes off: Call CP-4 guard and have them check briefcase or bag. Telephone number will be provided upon service.

**On-Line Desk:**

For all customers: The PSR staff is at an "All Hands meeting please come back within a hour and half for service.

Answering telephone: Good afternoon On-Line Desk.

**C.8.5 MANAGEMENT OF GOVERNMENT FURNISHED MAGNETIC CARD**

**8.5.1** The Contractor shall manage the Government furnished Digital Access Control magnetic card encoding system.

**8.5.2** The Contractor shall maintain the Government furnished magnetic card. The Government will hold the maintenance agreement for the equipment. The Contractor shall be responsible for placing all service calls and following up to make sure service is completed in a timely manner. The contractor shall be responsible for cleaning each equipment access unit at least once a month, and more often is necessary due to high usage. The Government will provide an initial supply of cleaning cards. The Contractor shall notify the COTR 90 days before the supply needs to be replenished.

**C.8.6 REPORTING**

**8.6.1** Unless otherwise specified, all documents and or reports prepared and submitted by the contractor to the Government under this contract shall include the information listed below on the cover page of each document/report. Sample report forms are included in Section J - List of Attachments.

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

**8.6.2 Daily Equipment Status Report.** The Contractor shall complete the Daily Equipment Status Report for each day of operation and submit it the COTR by 8:30 AM the following business day.

**8.6.3 Laser Printer Biweekly Report.** The Contractor shall take meter readings from each DAC equipment access unit attached to the 4 laser printers on the first workday of each month. The meter reading shall be recorded on Laser Printer Biweekly Report form and submitted to the COTR by 12:00 PM on the fourth business day of the succeeding month.

**8.6.4 Biweekly Meter Reading Reports.** The Contractor shall submit biweekly meter reading reports to the COTR by 8:30 AM on the 1st and 15th of each month (or the closest work day thereafter) for each digital photocopier and reader-printer. The biweekly meter readings shall be taken daily prior to the opening of each area.

**8.6.5 Monthly Machine Meter Readings Report.** The Contractor shall take readings from each photocopier, reader-printer's and laser printer's Biweekly Meter Reading Reports. The weekly meter readings shall be recorded on the Monthly Machine Meter Reading Report and submitted to the COTR by 12:00 PM on the fourth business day of the succeeding month. The Contractor shall complete the report and submit it with each monthly invoice.

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**8.6.6 Downtime Log.** The Contractor shall record each machine that is unable to produce copies of acceptable quality; a machine that fails to make copies; a machine that is out of paper, toner, or other supplies; or a machine with a magnetic reader malfunction. The downtime log is submitted to the COTR by 12:00 PM on the fourth business day of the succeeding month. The Contractor shall complete the report and submit with each monthly invoice.

**8.6.7 Monthly Maintenance Report.** The Contractor shall submit a monthly maintenance report on the Government furnished magnetic card, which reflects the number of service calls and a brief description of the problem. The incident reports received from the DAC technician for each service call shall be attached to the monthly maintenance report.

**8.6.8 Logbook of Maintenance Calls.** The Contractor shall submit 2 copies of the logbook of maintenance calls for the printers, DAC boxes and workstations to the COTR by 12:00 PM on the fourth business day of the succeeding month.

**8.6.9 Inventory of Contractor Furnished Equipment.** The Contractor shall submit semiannually (on the first workday of each option year and the first workday of April) a complete inventory of all contractor furnished equipment, furniture, etc., that is currently on USPTO premises for the performance of this contract.

**8.6.10 Monthly Invoice.** The Contractor shall complete and submit with each monthly invoice:

- (1) the Monthly Machine Meter Readings Report;
- (2) one Downtime Log for each machine and a copy of all service reports; and
- (3) a summary sheet which lists the unit cost for each line item, the number of units, and the total monthly cost

The monthly invoice (original and two copies) shall be clocked in at the Finance Office in Crystal Park 1, Room 802, and then delivered to the COTR. The monthly invoice shall be submitted by 12:00 PM on the fourth workday of the succeeding month.

**8.6.11 Universal Workstations Log Book.** The Contractor shall submit a monthly copy of the tracking logbook on the government universal workstations that reflects the number error message including reboot incidents and a brief description of the solution from each workstation.

### **C.8.7 DIGITAL PHOTOCOPIER REQUIREMENTS**

**8.7.1** The Contractor shall provide and install digital photocopying equipment that have network capability that complies with all general requirements stated herein, the quantity and volume requirements detailed in Attachment A, and those specific requirements applicable to the class for which that copier is being offered. The Contractor must ascertain that the equipment offered meets the requirements outlined below. Sufficient evidence must be submitted to verify all requirements. The environment of the USPTO is a unique one.

The public users use the public equipment to make copies of patents, trademarks, and patent or trademark files. The majority of users are making single, one-sided copies of the above listed documents. Many of them are on time and/or production deadlines. It is important that the USPTO provide the public users with equipment that will meet their needs. Extra features such as sorting bins, staplers, and double-sided copying are features that are not needed and will not be utilized. Copiers offered with features in excess of those mentioned below, which do not offer any advantage to the environment described above, will not be acceptable to USPTO. However, alternate specifications or requirements that will improve or enhance the public facilities will be considered. Prior to proposing any alternate specifications, the Contractor shall satisfy itself that the specification affords comparable ease of operation, maintenance and service, and that by reason of cost savings or similar demonstrable benefit, the alternate specification will be in the interest of the USPTO.

**8.7.2 NOTE:** Your attention is called to the fact that the requirements for each class covered by this contract include both a requirement for a first copy speed for both legal-sized (8.5" X 14" or B4) copies and letter-sized (8.5" X 11" or A4) copies and a requirement for a monthly volume production capability. There is no direct relationship, either stated or implied, between these two requirements. The fact that any copier model meets the first copy speed requirement for a particular class does not, in any way, imply that it automatically qualifies to meet the monthly volume requirement. The Contractor's certification relative to monthly volume capability is to be based solely upon the contractor's engineering knowledge of and in-service experience with the copier model being offered for particular class. Contractors are cautioned that compliance with the words "Capable of reliably producing" in the monthly volume requirement for each class defines a machine that will regularly produce, as a minimum, the upper limit of the stated number of copies per month without excessive malfunctions, breakdowns, or service calls. A high incidence of such problems with the copier model supplied may indicate probable noncompliance with the monthly volume requirement and may result in (1) requests for

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replacement of all units of this model with other models that can produce the required volumes of copies in a more reliable manner, (2) a decision not to renew the contract, or (3) termination for default proceedings.

### 8.7.3 GENERAL REQUIREMENTS (Applicable to all digital copiers)

1. All digital copiers models being provided under this contract must be in current production as of the date they are furnished. "Current production" shall mean that the copier model is being manufactured as new equipment for the United States market. Discontinued models, which are only being made available as remanufactured equipment, are not acceptable.
2. Digital photocopiers shall have network capability.
3. Any model(s) provided as "newly remanufactured" are also acceptable, however, they must have been inspected and tested to "new machine" standards. "Newly remanufactured" equipment is defined as equipment that, although it may contain some used components, has been completely disassembled and reassembled including all cleaning, adjustment, and replacement of components necessary to make the equipment capable of having exactly the same guarantee as new equipment.
4. The models provided shall be made available in the same condition of production (newly manufactured or newly remanufactured) as offered for a period of at least one year after the date of contract award.
5. All digital copiers furnished after award, as new or newly remanufactured, must not have been used at any other time prior to delivery after the manufacturing or remanufacturing process.
6. Digital copiers copy to with 3/16 inch of the leading edge of paper and to within 1/8 inch of the remaining three edges. Digital copiers shall also include a border (edge) erase feature.
7. Digital copiers produced by the offered copiers shall be judged "acceptable" as defined hereafter.
8. Digital copiers shall perform satisfactorily at any temperature between 50 and 90 degrees Fahrenheit.
9. Digital copiers shall perform satisfactorily at a relative humidity between 15 and 85 percent.
10. Digital copiers shall not contain either asbestos or polychlorinated biphenyl's (PCB's).
11. The Contractor shall specifically identify the presence of the following materials: beryllium or beryllium compounds and lithium or lithium compounds. (Example - if lithium is used in batteries, the contractor should state that lithium is so used, and the numbers and locations of such batteries).
12. Each copier shall have the manufacturer's serial number permanently and legibly stamped or affixed on a major component in a readily accessible location. In addition, each copier shall be permanently and legibly marked in a conspicuous location with manufacturer's name or trademark and model number of machine.
13. Digital copiers shall conform to the requirements of Underwriters Laboratories (UL) Standard 114.
14. An operator's manual shall be furnished with each digital copier supplied.
15. At least (3) three digital copiers shall have the capability to copy pages of bound documents. These copiers shall also include a feature that allows the user to produce two single copies from bound documents with one touch of the start key.
16. Digital copiers shall be equipped with a lighten/darken contrast control.
17. Digital copiers shall have a self-diagnostic system that indicates as a minimum, the following conditions: (a) needs toner, (b) needs paper, and (c) paper misfeed or jam.
18. Digital copiers shall feature a definite indicator of when the equipment is energized. This may be either a special "power on" light or an appropriate indicator on the control panel.

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19. Digital copiers shall be capable of operating on 115 Volt, 60 Hz AC electrical current.
20. Platens shall be a minimum of 11" X 17" and be of the "flat-bed" type.
21. If digital copiers are of the tabletop design, they shall be furnished with the standard commercial cabinet base included. Digital copier height shall be a minimum of 41 inches and not exceed 43 inches.
22. Paper supplies for offered copiers shall be of either the paper tray (cassette) type or the stack feed type and shall meet the following conditions as appropriate for the type offered:  
Paper Tray Type
  - (1) Shall be furnished with a minimum of two (2) trays, additional tray to be furnished if required to handle paper sizes listed below.
  - (2) Shall feed paper in the following sizes: 8.5" X 11" or A4 and 8.5" X 14" or B4.
23. Digital copiers shall furnished with a receiving bin for copies and a side tray (shelf).
24. Digital copiers shall be compatible with Government-owned Digital Access Control copy control devices.
25. Digital copiers shall have the time-release button to be set for a specific on/off time.
26. One (1) Dual Automatic Feeder shall be furnished for the photocopier located in Crystal Park 3, Room 924, and Patent Publications (PUBS-1). The automatic feeder shall require several features:
  - (1) Automatic reverse document feeder and dual job feeding modes.
  - (2) 50 sheet tray capacity.
  - (3) Mixed size original mode.

**8.7.4 SPECIFIC CLASS I REQUIREMENT**

1. Digital copiers shall have a minimum first copy speed of 3.6 seconds for letter-size (8.5" X 11") or A4 copiers and 4.0 seconds for legal-size (8.5" X 14") for B4 copies. No more than two (2) seconds shall elapse between the time the user presses the start button to produce a copy and the time the user may press the start button to produce additional copies.
2. Digital copiers shall be capable of reliably producing at least 40,000 copies per month.
3. One of the two (minimum) required paper trays shall have a minimum capacity of 1,000 sheets of 8.5" X 14" or B4 paper.

**8.7.5 SPECIFIC CLASS REQUIREMENTS**

1. Digital copiers shall have a minimum first copy speed of 3.6 seconds for letter-size (8.5" X 11") or A4 copiers and 4.0 seconds for legal-size (8.5" X 14") or B4 copies. No more than two (2) seconds shall elapse between the time the user presses the start button to produce a copy and the time the user may press the start button to produce additional copies.
2. Digital copiers shall be capable of reliably producing at least 80,000 copies per month.
3. One of the two (minimum) required paper trays shall have a minimum capacity of 2,000 sheets of 8.5" X 14" or B4 paper.

**8.7.6** The Contractor shall install an equipment access unit to operate with each contractor furnished digital photocopier. The Contractor shall provide all cabling, harnesses, etc., to interface each contractor furnished photocopier with Government-furnished DAC equipment access unit. It is recommended that the contractor keep on hand as spares two (2) cables for every 15 digital photocopiers in operation.

**8.7.7** The Contractor shall install the digital photocopiers in the locations specified in Attachment A and attach a Government furnished sign on each machine. The Government shall supply the signs prior to installation.

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### 8.7.8 COPY QUALITY

**A. Testing.** The copier shall be installed in accordance with manufacturer's normal commercial practice. Copies shall be made in accordance with the following procedure:

Resolution, Halftones, and Blackness

- a. Turn on and warm up the machine.
- b. Place the resolution test target in position for reproduction. For resolution, a test target having the configuration and layout as shown in Section "J" shall be used; for halftones and blackness, the IEEE Standard 167A - 1980 facsimile Test Chart shall be used (see Section "J").
- c. Set the darkness/lightness control per the manufacturer's operating instruction. If no instructions are provided, the control shall be set at the middle of its range.
- i. Produce the following number of copies for each class of copier:           Class I - the 1st, 40th, and 80th; Class II - the 1st, 50th, and 100th.
- ii. The following specific copies shall be removed for the evaluation:       Class I - the 1st, 40th, and 80th; Class II - the 1st, 50th and 100th.
- d. Repeat steps b through e using the IEEE Test Chart.

#### **B. Evaluation**

1. **Resolution:** Using a magnifier between 5X and 10X, determine the smallest line pair target in each target set which can be resolved. The line pair is considered resolved when the lines (and spaces) are visibly separate. The resolution of the copiers shall be the lowest resolution value obtained from the 15 target sets on the three copies removed for evaluation.
2. **Halftones:** Each of the three copies removed for evaluation shall be visually examined to determine that at least three distinct shades of gray are visibly in both patterns 7 and 8 of the Test Chart. The white background shall not be considered a shade, the darkest step shall be considered a shade.
3. **Blacktones:** The copies used for the halftone evaluation also shall be visually examined to determine blackness of solid areas and whiteness of the background. Using a standard gray scale such as a "Munsell Neutral Value Scale," the observer shall visually compare patterns 7 and 8 on each copy to the gray scale, the observer shall determine the reflectance of the background by determining the reflectance of the first step of pattern 7 and 15th step of pattern 8.

All six (6) dark area reflectance determinations shall comply with the reflectance requirement for the solid darkest area on the copy. All six (6) background reflectance determinations shall comply with the reflectance requirement for the background area of the copy.

#### **C. Acceptability of Copies**

The machine shall provide copies that have the following minimum qualities when tested as specified.

**Resolution.** The resolution for all machines shall equal or exceed 4.0 line pairs per millimeter.

**Halftones.** The finished copy shall show at least three (3) distinct gray shades (excluding background).

**Blackness, density.** The solid darkest area on the finished copy shall show a reflectance of 10 percent or less. Adjacent background areas shall show a reflectance of 80 percent or greater.

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### 8.7.9 COPY SPEED

Conformance with the "first copy speed" requirement shall be determined in the following manner:

- A. Testing. The following three steps will be completed for both the letter-size or A4 copy and the legal-size or B4 copy.
  - 1. The copy quantity selector will be set for one copy.
  - 2. An original will be placed directly on the copier platen. The "START" control will be activated; measurement of elapsed time will begin when the start control is activated
  - 3. The elapsed time will end when the copy is deposited in the receiving bin.

#### B. Acceptability of Copy Speed

The elapsed time will be noted. If 3.6 seconds or less have elapsed for the letter-size or A4 copy and 4.0 seconds or less have elapsed for the legal-size or B4 copy, the copier will be judged to have passed the examination. If more than 3.6 seconds have elapsed for the letter-size or A4 copy or more than 4.0 seconds have elapsed for the legal-sized or B4 copy, the copier will be judged to have failed this examination, and such a request will be granted. The offered copier will again be subjected to the above procedure. A second failure to meet this requirement will be considered final; the copier will not be accepted by USPTO.

### C.8.8 MICROFILM READER-PRINTER REQUIREMENTS

**8.8.1** The Contractor shall provide and install reader-printer equipment that complies with all general requirements stated herein and the quantity and volume requirements detailed in Attachment A. The Contractor must ascertain that the equipment offered meets the requirements outlined below. Sufficient evidence must be submitted to verify all requirements. Alternate specifications or requirements that will improve or enhance the public facilities will be considered. Prior to proposing any alternate specifications, the contractor shall satisfy itself that the specification proposed is, in fact equal to that specified, that the specification affords comparable ease of operation, maintenance and service, and that by reason of cost savings or similar demonstrate benefit, the alternate specification will be in the interest of the USPTO.

NOTE: Your attention is called to the fact that the requirements for each class covered by this contract include both a requirement for a minimum number of copies per minute and a requirement for a monthly volume production capability. There is no direct relationship, either stated or implied, between these two requirements. The fact that any copier model meets the copies-per-minute requirement does not, in any way, imply that it automatically qualifies to meet the monthly volume requirement. The contractor's certification relative to monthly volume capability is to be based solely upon the contractor's engineering knowledge of and in-service experience with the copier model being offered. Contractors are cautioned that compliance with the words "Capable of reliably producing" in the monthly volume requirement defines a machine that will regularly produce, as a minimum, the upper limit of the stated number of copies per month without excessive malfunctions, breakdowns, or service calls. A high incidence of such problems with the reader-printer model supplied may indicate probable non-compliance with the monthly volume requirement and may result in (1) requests for replacement of all units of this model with other models that can produce the required volumes of copies in a more reliable manner, (2) a decision not to renew the contract, or (3) termination for default proceedings.

- 1. The microfilm reader-printer model provided under this contract must be in current production as of the date they are finished. "Current production" shall mean that the reader-printer model is being manufactured as new equipment for the United States market. Discontinued models, which are only being made available as remanufactured equipment, are not acceptable.
- 2. Any model(s) provided as "newly remanufactured" are also acceptable, however, they must have been inspected and tested to "new machine" standards. "Newly remanufactured" equipment is defined as equipment that, although it may contain some used components, has been completely disassembled and reassembled including all cleaning, adjustment, and replacement of components necessary to make the equipment capable of having exactly the same guarantee as new equipment.
- 3. The model provided shall be made available in the same condition of production (newly manufactured or newly remanufactured) as offered for a period of at least one year after the date of contract award.

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4. All reader-printers furnished after award, as new or newly remanufactured, must not have been used at any other time prior to delivery after the manufacturing or remanufacturing process.
5. Copies produced by the offered reader-printers shall be judged "acceptable" as defined hereafter.
6. Reader-printers shall perform satisfactorily at any temperature between 50 and 90 degrees Fahrenheit.
7. Reader-printers shall perform satisfactorily at any relative humidity between 20 and 80 percent.
8. Reader-printers shall not contain either asbestos or polychlorinated biphenyl's (PCBs).
9. The Contractor shall specifically identify the presence of the following materials: beryllium or beryllium compounds and lithium or lithium compounds. (Example - if lithium is used in batteries, the contractor should state that lithium is so used, and the numbers and locations of such batteries.)
10. Each reader-printers shall have the manufacturer's serial number permanently and legibly stamped or affixed on a major component in a readily accessible location. In addition, each reader-printer shall permanently and legibly mark in a conspicuous location with the manufacturer's name or trademark and model number of machine.
11. Reader-printer shall conform to the requirements of Underwriters Laboratories (UL) Standard 114.
12. An operator's manual shall be furnished with each reader-printer supplied.
13. Reader-printers shall be equipped with a screen illumination adjustment.
14. Reader-printers shall be equipped with a manual lighten/darken contrast control and an Automatic Exposure Control (AEC).
15. Reader-printers shall have a self-diagnostic system, which indicates as a minimum, the following conditions: (a) needs toner, (b) needs paper, and (c) paper misfeed or jam.
16. Reader-printers shall feature a definite indicator of when the equipment is energized. This may be either a special "power on" light or an appropriate indicator on the control panel.
17. Reader-printers shall be capable or operating on 115 volt, 60 Hz AC electrical current.
18. Reader-printers shall be equipped with a focusing control.
19. Reader-printers print process shall be plain paper process by dry electrostatic transfer.
20. Reader-printers shall be equipped with a multiprint function in the form of 1-99 by ten key presets.
21. Reader-printers shall have a minimum copy speed of 20 letter-size (8.5" X 11") or A4 copies per minute after the first print develops in 15 seconds.
22. Reader-prints shall be capable of reliably producing at least 30,000 copies per month.
23. If reader-printers are of the tabletop design, they shall be furnished with the contractor's standard commercial cabinet base, including a workstation.
24. Paper supplies for reader-printers shall be of either the paper tray (cassette) type or the stack feed type and shall met the following conditions as appropriate for the type offered:

Paper Tray Type

- (1) Shall be furnished with a minimum of two (2) trays.

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- (2) Shall feed paper of 8.5" X 11" or A4
- (3) Both trays shall have a minimum capacity of 250 sheets of 8.5" X 11" or B4 paper.

Stack Feed Type

- (1) Shall have a minimum of one (1) paper deck feed.
  - (2) Shall feed paper of size 8.5" X 11" or A4.
  - (3) The paper deck feed shall have a minimum capacity of 1,000 sheets of 8.5" X11" or A4 paper.
25. Reader-printers shall be furnished with a receiving bin for copies.
  26. Reader-printers shall be compatible with Government-owned Digital Access Control Unit.
  27. Ten (10) reader-printers shall have a bi-modal selection button on the control keyboard, which will produce positive plain paper prints from both negative and positive films.
  28. All reader-printers shall have zoom lenses.
  29. Five (5) reader-printers shall have motorized carriers to handle 16mm roll film in 3M type and Tuscini snap-lock cartridges. One (1) reader-printer shall have a motorized carrier capable of handling both 16mm and 35mm open reel films.
  30. All reader-printers shall include an automatic speed advance control.
  31. All reader-printers shall include a prism lens for image rotation.

**8.8.2** The contractor shall install an equipment access unit to operate with each contractor furnished reader-printer. The contractor shall provide all cabling, harnesses, etc., to interface each contractor furnished reader-printer with a Government -furnished DAC equipment access unit. It is recommended that the contractor keep on hand spares two (2) cables for every 4 reader-printers in operations.

**8.8.3** The contractor shall install the reader-printers in the locations specified in Attachment A and attach a sign on each machine. The signs shall have imprinted on them, as a minimum, the machine location (see Attachment A) and the statement "See Key Operator" for Assistance or Call 308-1350/56."

**8.8.4 READER-PRINTER COPY SPEED**

Conformance with the "minimum copy speed" requirement shall be determined in following manner:

**A. Testing**

1. The copy quantity selector will be set at 21 (one plus the required number of copies per minute).
2. An image will be focused properly from the platen onto the screen. The "START" control will be activated; measurement of elapsed time will begin when the first copy is deposited in the receiving bin.
3. The elapsed time will end when the last copy is deposited in the receiving bin.

**B. Acceptability of Copy Speed**

The elapsed time will be noted. If 60 seconds or less have elapsed, the reader-printer will be judged to have passed the examination. If more than 60 seconds have elapsed, the reader-printer will be judged to have failed the examination. The Contractor may, at his/her discretion, request one re-test of equipment failing this examination, and such a request will be granted. The offered reader-printer will again be subjected to the above procedure. A second failure to meet this requirement will be considered final; the reader-printer will not be accepted by the USPTO.

**C.8.9 USPTO SECTION 508 COMPLIANCE**

**8.9.1** Usability- Contractor shall indicate where or not these products are usable by people with disabilities without attaching assistive technology.

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**8.9.2** Timed Response - Contractor shall indicate where or not these products will alert users when timed response is required and will give sufficient time to indicate more time is required.

**8.9.3** Voice Output - Contractor shall indicate where or not these products will provide method that complies with 1194.23-(k) (1) through (4) where product utilizes touch screens or contact-sensitive control.

**8.9.4** Biometric Identification - Contactor shall indicate where or not these products will provide alternative form of identification or activation, which does not require user to possess particular biological characteristics when biometric forms of user identification or control are used.

**8.9.5** Auditory Output - Contractor shall indicate where or not these products provide audio signal at a standard signal level through an industry standard connector that will allow for private listening when products provide auditory output. The contractor shall indicate where or not these products provide ability to interrupt, pause, and restart audio at any time.

**8.9.6** Volume control - Contractor shall indicate where or not these products provide incremental volume control with output amplification up to a level of 65 dB when products deliver voice output in a public area. And where ambient noise level is above 45dB, volume gain of at least 20dB above the ambient level must be user selectable. The control shall indicate where or not these products provide functions to automatically reset volume to default level after every use.

**8.9.7** Color Coding - Contractor shall indicate where or not these products uses color coding as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

**8.9.8** Color and Contrast - Contractor shall indicate where or not these products provide a range of color selections capable or producing a variety of contrast level when a product permits user to adjust color and contrast settings.

**8.9.9** Flicker - Contactor shall indicate where or not these products are design to provide a avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz

**8.9.10** Reach Ranges - Contractor shall indicate where or not these products are made with operable controls comply with reach ranges in 1194.250) (1) through (4) when products have operable control and are free-standing, non-portable, and intended to be used in one location.

## **C.8.10 MAINTENANCE OF DIGITAL PHOTOCOPIERS AND READ-PRINTERS**

**8.10.1** The contractor shall maintain fifty-five (55) contractor provided electronic key counter activated photocopiers and fifteen (15) contractor provided electronic key counter activated read-printer for public users of the USPTO.

**8.10.2** The contractor shall provide, at a minimum, one yearly service call as a preventive maintenance service to ensure that the digital copiers and reader-printers covered under the contract is maintained in good working condition. However, intervals between scheduled maintenance service calls shall be no greater than those provided to commercial customers for the same models of equipment.

**8.10.3** The contractor shall provide emergency repair service (maintenance) for the digital photocopiers and microfilm reader-printers. The repairs service shall be provided during normal working hours, i.e., between 8:30 AM and 5:30 PM Monday through Friday, excluding holiday observed by the Federal Government

**8.10.4** Each machine furnished under this contract shall perform at a monthly effectiveness level of 98 percent. The effectiveness level for the machine is computed by the formula one (1) minus the total number of hours downtime, divided by the total production time in the month. Total productive time shall be computed by multiplying the hours of operation per day by the number of working days in the month (weekend and federal holiday excluded). If the monthly effectiveness level 98 percent or higher, there is no credit due under this provision. Failure of any particular machine to achieve a monthly effectiveness of 98 percent shall entitle the Government to unilaterally take downtime credit against the monthly billing for each day the equipment is inoperative. The credit shall be a percentage amount of the monthly charge per machine, which shall be determined by subtracting the actual percentage of effectiveness level attained during the month from 100. If a machine operates at a less than 98 percentage effectiveness level for two consecutive months, the contractor shall replace the machine.

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Example of the effectiveness level formula: If a machine was down for 20 hours in a month, which had 168 hours of total productive time, the percentage downtime would be 11.9% (20/hrs. /168 hrs.), the effectiveness level would be 88.1% (100%-11.9%). In this instance, the credit due to the Government would be 11.9%; however, the effectiveness level was 98% or higher, no credit is due to the Government.

**8.10.5** Replace photocopiers and reader-printers. If a machine fails to operate at the time of installation, the Government may, at its option, request immediate replacement. During the contract period, should any machine operate at a less than 98 effectiveness level for two consecutive months, the contractor shall replace the machine. If a repaired machine continues to suffer an abnormal rate of breakdowns, the Contracting Officer may request a replacement of the initial machine with a new machine, or have the contractor certify on the repair record that sufficient repairs have been made to preclude additional abnormal breakdowns.

### **C.8.11 SUPPLIES FOR DIGITAL PHOTOCOPIERS, READER-PRINTERS, AND LASER PRINTERS**

**8.11.1** The contractor shall provide all supplies required for the operation of the magnetic card activated digital photocopiers, reader-printers and laser printers. Supplies include but are not limited to paper, toner, toner cartridges, developer, dispersant, new or replacement accessories, and repair parts. The contractor shall replenish supplies in all digital photocopier, reader-printers, laser printer and local printers as needed.

**8.11.2** All digital photocopiers shall be furnished with 8 1/2" X 14" or B4 copy paper exclusively with the exception of machine locations SRS-2, SRS-6, SRN-23, SRN-24, SRN-27, FLP-2, FLBV-3, which shall be furnished with 8 1/2 X 11" or A4 paper exclusively.

**8.11.3** The Government will provide the contractor with Government furnished telephones (for local calls only), shelves, and tables for use under this contract. The Government will also provide the items detailed in contract clause G.2 to be used and maintained by the contractor. In addition, the Government will provide storage rooms for supplies.

**8.11.4** The contractor shall have an inventory of parts and supplies in quantities sufficient to service the digital photocopiers and reader-printers. The contractor shall have an inventory system and delivery system for the parts and supplies.

### **C.8.12 ADDITIONAL DIGITAL PHOTOCOPIERS AND READER-PRINTERS**

**8.12.1** Due to public demand, the Government may need to increase the quantity of digital photocopiers and/or microfilm reader-printers. The additional equipment must conform to all requirements stated in the Statement of Work. Installation of any additional equipment may have to take place after hours so as not to disrupt public use. The installation times of additional equipment will be evaluated on a case-by-case basis by the COTR. The contractor shall provide the additional equipment within 30 calendar days after notification from the Contracting Officer.

### **C.8.13 TEST PROCEDURES**

**8.13.1** The Government reserves the right to verify conformance to any or all requirements at an equipment capability demonstration, to be conducted in the Washington, DC area, as directed by the Contracting Officer. The offeror will be required to make the equipment available for testing/demonstration within 72 hours of official notification by the Contracting Officer. During the demonstration, tests will be performed in accordance with the methods and acceptability levels prescribed in Section C.8.8 for digital photocopiers and Section C.8.9 for reader-printers.

### **C.8.14 EQUIPMENT INSTALLATION**

**8.14.1** Installation of contractor furnished digital photocopiers and microfilm reader-printers shall take place on September 27-28, 2002. All digital photocopiers and microfilm reader-printers must be in place and operational by 8:00 AM on September 30, 2002. After award, and prior to installation, the contractor shall meet with the Government a minimum of three (3) times to discuss the installation procedures to insure all requirements will be met by September 30, 2002. The contractor shall submit an installation plan which shall include at a minimum, a list of names and the qualifications of all personnel involved in the installation; a time schedule for the placement of equipment in each area; installation/test procedures; and a list of serial numbers for all incoming machines.

**8.14.2** During installation, the contractor must demonstrate that all equipment will perform in accordance with the methods and acceptability levels prescribed in Section C.8.7 for photocopiers and Section C.8.8 for reader-printers. The demonstration must be

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accomplished pursuant to the operation instruction furnished with each machine and in the presence of the COTR of his/her designated representative. Upon satisfactory completion of this demonstration, the COTR will issue a letter from the Contracting Officer authorizing the contractor to begin normal operation on September 30, 2002. Failure to meet all installation requirements may result in termination for default.

**C.8.15 TASK ORDER**

**8.15.1** For related services not elsewhere specified, the Government will use task orders for ordering optional tasks from the contractor during the performance of this contract. The tasks are described in general terms. Each task order issued by the Government will include specific description of the service(s) required, the required date for completion, and a negotiated firm fixed price for the work performed.

**C.8.16 OPTIONAL TASK**

**8.16.1** Relocation of Equipment. Government reserves the right to request the relocation, either on a temporary or a permanent basis, of equipment furnished under this contract. Any relocation will be in the Patent and Trademark Offices of the Crystal City area and the future site for the USUSPTO offices located in Carlyle Campus in Alexandria, Virginia.

**8.16.2** The contractor shall obtain permission from the COTR for any equipment movement that has not been directed by the Contracting Officer or the COTR.

**8.16.3** If equipment relocations become necessary during the course of the contract, the Government will issue a task order to the contractor describing the details of the relocation, the consideration for the work, and the completion time and date. The contractor shall provide a written proposal for the relocation within 10 working days after notice by the Contracting Officer.

**8.16.4** Photocopying Service. The Contractor may be required to provide photocopying service to members of the public. A contractor supported counter service for photocopying would offer the public a choice between the self-service photocopiers and a contractor photocopying service. The public would leave the files, patents, etc., they wish to have copied. The contractor shall make the requested number of copies by an appointed time and would then return copies back to the public user. The contractor shall be required to provide Key Operators and/or Document Preparations Clerks for this service.

**8.16.5** If the Government changes the price of the preset charge used in the magnetic card system, it will issue a task order to the contractor requiring him to make the necessary modifications in the equipment access system to accept this change. The contractor shall provide a written proposal for this work within 10 working days after notice by the Contracting Officer. The task order will specify the price change to be made, the consideration for the work performed, and the completion date.

**8.16.6** Mid-Volume Digital Photocopiers. The contractor may be required to provide five (5) mid-volume digital photocopiers to be installed in specific locations. The requirements for the digital photocopiers include but are not limited to the following specifications:

1. Copiers shall have a minimum first copy speed of 5.2 seconds for letter-size (8.5" X11") or A4 copies and 5.6 seconds for legal-size (8.5" X 14") or B4 copies. No more than 60 seconds shall elapse between the time the user presses the start button to produce a copy and the time the user may press the start button to produce additional copies.
2. One of the required paper trays shall have a minimum capacity of 500 sheets of 8.5" X 11" or A4 paper or 8.5" X 11" or B4 paper.
3. Copier shall be capable of reliably producing at least 20,000 copies per month.

The contractor shall provide a written proposal for the mid-volume digital photocopiers within 10 working days after notice by the Contracting Officer.

**C.8.17 REMOVAL OF CONTRACTOR FURNISHED EQUIPMENT (CFE) UPON EXPIRATION/TERMINATION**

**8.17.1** Upon expiration or termination of this contract, the Government requires the contractor to remove all contractor furnished equipment from the Government's premises by 12:00 AM on the expiration or termination date of the contract. The removal of the contractor furnished equipment shall be at no cost to the Government.

**8.17.2** Sixty (60) days prior to the expiration or termination of this contract, the contractor shall provide a written exit plan to the COTR for his/her approval. The exit plan shall contain at a minimum a list of personnel who will be involved, a detailed time schedule and procedures, by area, for the removal of the equipment, a complete inventory of the GFE to be removed, and a complete inventory of GFE that was furnished to the contractor throughout the life of the contract.

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**8.17.3** The contractor shall meet with the COTR a minimum of three (3) times in the last sixty (60) days of the contract to discuss preparations for the contractor's exit.

**8.17.4** The contractor shall cooperate fully with the COTR and the new contractor to insure a smooth transition of the new contract.

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**SECTION D**

**PACKING AND MARKING**

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## **SECTION D - PACKING AND MARKING**

### **D.1 MARKING DELIVERABLES**

Packing, labeling, and marking of items to be delivered under this contract must comply with the Statement of Work and with instructions to be provided by the Contracting Officer's Technical Representative.

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## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

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## SECTION E -- INSPECTION AND ACCEPTANCE

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

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

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

Clause	Title	Date
52.246-02	Inspection Of Supplies--Fixed Price	August 1996
52.246-04	Inspection Of Services- Fixed Price	August 1996
52.246-15	Certificate of Conformance	April 1984
52.246-16	Responsibility for Supplies	April 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 acceptance will be performed at:  
  
The United States Patent and Trademark Office  
Public Search Service Facilities Branch  
Crystal Plaza 3, 2011 South Clark Place  
Arlington, VA 22202
- (c) The services, supplies and equipment shall fully comply with the specifications set forth in the Statement of Work. The Government will inspect the services, supplies and equipment provided by the contractor on a random basis approximately four (4) times per day to ensure compliance with the performance and quality requirements specified in the Statement of Work. The Contracting Officer or his duly authorized representative will inspect and document the results of Government quality control activities under this contract. The Contractor will be provided with a copy of the Government Quality Control Form. The Government will perform inspection and acceptance of supplies and services to be provided under this contract.
- (d) The Contractor is required to provide an inspection system to assure that all services and equipment will conform to contract requirements and meet the acceptance criteria detailed in the Statement Of Work. The Contractor must perform all inspections required by the Government. The inspection system must be documented and available for review by the COTR upon request.
- (e) Inspection must be prescribed by clear, complete and current instructions. It must assure inspection of equipment, work in progress and copy quality. The Contractor's criteria for acceptance and rejection must be stated. The Contractor must take prompt action to correct conditions which could have, or did result in nonconformance to the quality requirements and acceptance criteria of the contract.
- (f) The Contractor is responsible for providing conforming equipment supplies and services.

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**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**SECTION F -- DELIVERIES OR PERFORMANCE**

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

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

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

**F1. 52.211-8 TIME OF DELIVERY JUNE 1997**

(a) The Government requires delivery to be made according to the following schedule:

<b>ITEMS</b>	<b>QUANTITY</b>	<b>ON OR BEFORE DATE SPECIFIED</b>
DIGITAL PHOTOCOPIERS	55	SEPTEMBER 30, 2002
READER-PRINTERS	15	SEPTEMBER 30, 2002
PHOTOCOPIER SUPPLIES	1 LOT	SEPTEMBER 30, 2002
READER-PRINTER SUPPLIES	1 LOT	SEPTEMBER 30, 2002
QMS-2424 PRINTER SUPPLIES	1 LOT	SEPTEMBER 30, 2002
PROMARK PRINTER SUPPLIES	1 LOT	SEPTEMBER 30, 2002

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

<b>ITEMS</b>	<b>QUANTITY</b>	<b>ON OR BEFORE DATE SPECIFIED</b>
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**PERIOD OF PERFORMANCE**

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The effective period of the contract is from September 30, 2002 through September 29, 2003, with provisions to exercise four additional option periods. The total duration of this contract with all options exercised is 60 months. The options are defined in Section H, Clause H.2.

**DELIVERY LOCATION AND HOURS OF PERFORMANCE**

The contractor shall provide the services Monday - Friday, except for Federal Holidays, during the hours and at the locations specified below. All locations are in the United States Patent and Trademark Offices located in the Crystal City area of Arlington, Virginia.

<b>Location</b>	<b>Bldg. No.</b>	<b>Hrs. of Performance</b>
Patent Search Room:		
North Stacks	CP-3	8:00 AM - 8:00 PM
South Stacks	CP-3	8:00 AM - 8:00 PM
Mezzanine-Room		
1A05/2nd Level	CP-3	8:00 AM - 8:00 PM
Reader/Printer Area	CP-3	8:00 AM - 8:00 PM
Bound Volume Room		
2nd Floor	CP-4	8:45 AM - 4:35 PM
Scientific Library		
2nd Floor	CP3-4	8:30 AM - 5:00 PM
Patent Assignment Search Room		
2nd Floor	CP-3	8:30 AM - 5:00 PM
Chemical and Biotechnology Library	CM-1, Lobby	8:30 AM - 5:00 PM
Trademark Search Library	ST, 2nd Floor	8:00 AM - 5:30 PM
Trademark Assignment Room	ST, 2nd Floor	8:00 AM - 5:30 PM
Trademark Search Services Division	ST, 3rd Floor	8:30 AM - 5:30 PM
Trademark Trial and Appeal Board	ST, 9th Floor	8:30 AM - 5:00 PM
Trademark Attorney Office		
North	NT, 10th Fl.	8:30 AM - 5:00 PM
South	ST, 3rd Fl.	8:30AM - 5:00 PM
Group 2600	CPK2, 8th Fl.	8:30 AM - 4:35 PM
Office of Publications	CPK3, 9th Fl.	8:30 AM - 5:00 PM
Office of National Application Review	CP-2, 6th Fl.	8:30 AM - 5:00 PM

**PTO BUILDING ABBREIATIONS AND LOCATIONS**

CP-3	Crystal Plaza 3	2021 South Clark Place
CP-4	Crystal Plaza 4	2201 South Clark Place
CP3/4	Crystal Plaza ¾	2021 South Clark Place
CM-1	Crystal Mall 1	1911 South Clark Place
ST	South Tower	2900 Crystal Drive
PK2	Crystal Park 2	2121 Crystal Drive
PK3	Crystal Park 3	2231 Crystal Drive
CP-2	Crystal Plaza 2	2011 South Clark Place

Work shall not be required of the Contractor when Federal employees are released from work early because of inclement weather conditions, on Federal excused days (e.g., Inauguration Day), or on the following Federal holidays (nor on holidays observed in lieu thereof):

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

**MAINTENANCE DOWNTIME CREDITS**

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The Contractor shall provide emergency repair service (maintenance) for the photocopiers and reader-printers. The repair service shall be provided during normal working hours, i.e, between the hours of 8:30 AM and 5:30 PM Monday through Friday, excluding holidays observed by the Federal Government.

Each machine furnished under the contract shall perform at a monthly effectiveness level of 98 percent. The effectiveness for the machine is computed by the formula of one (1) minus the total number of hours downtime, divided by the total production time in the month. Total production time shall be computed by multiplying the hours of operation per day by the number of working days in the month (weekends and federal holidays excluded). If the monthly effectiveness level is 98 percent or higher, there is no credit due under this provision. Failure of any particular machine to achieve a monthly effectiveness of 98 percent shall entitle the Government to unilaterally take downtime credit against the monthly billing for each day the equipment is inoperative. The credit shall be a percentage amount of the monthly charge per machine, which shall be determined by subtracting the actual percentage of effectiveness level attained during the month from 100. If a machine operates at less than 98 percent effectiveness for tow consecutive months, the Contractor shall replace the machine.

**REPORTS**

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

Ms. Darelene Armstead  
United States Patent and Trademark Office  
Public Search Facilities Branch  
CP2 - 2C04  
200 South Clark Place  
Arlington, VA 22202

(b) Unless otherwise specified, all reports prepared and submitted by the Contractor shall contain the information specified in the Statement of Work under section C.8.6 REPORTING. The reports detailed in that section shall be subjitted at the times specified; other reports may be requested at the discretion of the COTR.

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## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

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

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

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

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

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

#### **(b) Contracting Officer**

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

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

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

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

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

Darlene Armstead  
USPTO  
Public Search Facilities Branch  
CP2 - 2C04  
2011 South Clark Place  
Arlington, VA 22202

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

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

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

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

**G.4 CONTRACT ADMINISTRATIVE OFFICE**

This contract will be administered by:

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

**G.5 GOVERNMENT-FURNISHED PROPERTY**

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

- DACASH CARD CONTROLLER (DS 1000)
- CASSIS CD-ROM
- QMS LASER PRINTERS - MODEL (2425)
- (5 ) COMPUTER WORKSTATIONS

(b) This property shall be used and maintained by the Contractor in accordance with the provisions FAR 52.245.4 Government-Furnished Property (Short Form), and FAR 52.245-19 Government Property Furnished "As Is." clauses (see Section I Contract Clauses).

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

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

- Office Space: CP3/4, Patent Search Room, approx. 11' x 12'
- Storage Rooms: CP4 Lobby Level, approx . 7.5" x 12.5'  
South Tower, 2nd Floor, approx. 7.5' x 12.5'  
CP3, Patent Search Room, approx. 6' x 11'  
South Tower, 2nd Floor, approx. 9' x 12.5'

**G.7 GOVERNMENT-FURNISHED EQUIPMENT**

Title to the photocopiers and reader-printers provided under this contract shall remain with the Contractor. All accessories furnished by the Contractor shall accompany the machines when returned to the Contractor.

While the machines are installed on the Government premises, the Contractor shall assume all responsibility for loss or damage to the machines except for loss or damage caused by the negligence or willful act of the Government.

If the damage and/or loss occurs to the machines installed under this contract is by negligence or willful act of the Government, reimbursement to the Contractor may be made as follows:

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The Contractor shall submit an original of an invoice and a written damage or loss claim to the Contracting Officer and the COTR.

If the damaged equipment can be repaired, the Contractor will invoice the Government at the Contractor's current commercial rates. If the equipment damage results in the total loss of the equipment, the reimbursement to the Contractor will be at the existing commercial purchase price less depreciation equal to 1/48 of the purchase price times the number of months the machines been used under the contract.

The submitted invoice may be converted to a claim under the Disputes clause of this contract if it is disputed by the Government, either to liability or amount, or is not acted upon in a reasonable time.

#### **G.8 STANDARDS OF CONDUCT**

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

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**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 ORGANIZATIONAL CONFLICT OF INTEREST

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

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

- (a) The Government has the option to extend the effective period of this contract for four (4) additional period(s). If more than sixty (60) days remain in the effective period of the contract, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last thirty (30) days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last thirty (30) day period. This preliminary notification does not commit the Government to exercise the option.
- (b) Exercise of an option shall result in the following modification:

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

<b>PERIOD</b>	<b>START DATE</b>	<b>END DATE</b>
Base Year	September 29, 2002	September 30, 2003
Option I	September 29, 2003	September 30, 2004
Option II	September 29, 2004	September 30, 2005
Option III	September 29, 2005	September 30, 2006
Option IV	September 29, 2006	September 30, 2007

### H.3 INSURANCE COVERAGE

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

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

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(b) General Liability.

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

(2) Property Damage liability insurance shall be required in the amount of \$500,000.

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

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

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

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

Project Manager  
Lead Key Operator

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

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

#### **H.5 RESTRICTIONS AGAINST DISCLOSURE**

(a) The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees that it will not disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(c) All personnel employed on this contract shall be subject to a suitability investigation. At the time of contract initiation or employment (whichever comes first), each individual shall within 3 working days, complete and return to the COTR such forms as requested by the Government. Adverse information discovered as a result of such an investigation may result in recommendation for the employee's termination of employment from this contract.

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## **H.6 PERSONNEL SECURITY**

- (a) Under a Personnel Risk Survey conducted to determine the level of suitability investigations required for work under this contract, and in accordance with the criteria referenced in DAO 202-731 and Department's Personnel Security Manual issued December 1, 1988 under DAO 207-1 that, this contract must be determined to be an overall "Moderate Risk".
- (b) The assessment is based on the nature of the tasks performed by the Contractor, work environment, restrictions and controls . The Contractor does not have freedom of mobility within USPTO space as any USPTO employee. Access to mobility within USPTO space is limited to most contract employees. There are employee's supervisors/work leaders who have castle keys for building access when overtime is required. IN the event of overtime, USPTO employees are on site to monitor contractor performance. During regular work hour's the Contractor performance is monitored by numerous inspection checks, random visual checks, production reports, and biweekly meetings with project manager.
- (c) Since the investigative requirement is determined to be at the "Moderate Risk" level, a National Agency Check and Inquiry (NACI) must be initiated within 14 days of the beginning of the subject's performance on the contract.
- (d) Should the scope of this contract change to effect the nature of the risk and suitability clearance needed, the COTOR will be responsible for taking whatever action is necessary to satisfy the preceding referenced Departmental Administrative Orders.

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**SECTION I**

**CONTRACT CLAUSES**

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-2 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):

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
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 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
52.211-5	New Materials	May 1995
52.215-02	Audit and Records—Negotiation	June 1999
52.215-08	Order of Precedence—Uniform Contract Format.	Oct 1997
52.219-8	Utilization of Small Business Concern	October 1995
52.219-14	Limitations on Subcontracting	December 1996
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	August 1996
52.222-04	Contract Work Hours and Safety Standards Act – Overtime Compensation	September 2000
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-36	Affirmative Action for Handicapped Workers	April 1984
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.223-03	Hazardous Material Identification And Material Safety Data	January 1997
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.226-01	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	June 2000
52.227-01	Authorization and Consent	July 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	August 1996
52.228-05	Insurance – Work On A Government Installation	January 1997
52.229-4	Federal, State, and Local Taxes	January 1991
52.232-1	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
52.232-33	Payment by Electronic Funds Transfer-Central Contractor	August 1996

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	Registration.	
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.239-01	Privacy or Security Safeguards	August 1996
52.242-13	Bankruptcy	July 1995
52.243-01 Alt II	Changes-Fixed-Price	April 1984
52.244-6	Subcontracts for Commercial Items.	October 1995
52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed Price Contracts)	December 1989
52.245-19	Government Property Furnished "As Is"	April 1984
52.246-20	Warranty Of Services	May 2001
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

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**I.2 52.03-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY JANUARY 1997**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS JUNE 1997**

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

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

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

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

**I.4 52.204-01 APPROVAL OF CONTRACT DECEMBER 1989**

This contract is subject to the written approval of Frank L. Rumph, and shall not be binding until so approved.

**I.5 52.217-7 OPTION FOR INCREASED QUANTITY MARCH 1989**

The Government may increase the delivery of the numbered line items, identified in the Schedule as additional photocopiers and additional reader-printers, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days after notification. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

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**I.7 52.219-70XX SECTION 8(A) DIRECT AWARDS FEBRUARY 1999**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the United States Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration  
Washington District Office  
1100 Vermont Avenue, NW, 9<sup>th</sup> Floor  
Washington, DC 20043-4500  
(202) 606-4000

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

**I.8 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS DECEMBER 2001**

(a) Definitions. As used in this clause-

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

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"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-

- (i) Rated at 30 percent or more; or
- (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who-

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-

- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and

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(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall-

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel-chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

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**I.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL MAY 1989**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
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**I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR 1984**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter) clause with an authorization deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Commerce clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

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## **SECTION J**

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

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

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

ATTACHMENT A – PHOTOCOPIERS AND READER-PRINTER  
LOCATION AND ESTIMATED VOLUMES FOR THE PATENT SEARCH  
ROOM

ATTACHMENT B – PHOTOCOPIERS AND READER-PRINTER  
LOCATION AND ESTIMATED VOLUMES FOR THE  
TRADEMARK SEARCH LIBRARY

ATTACHMENT C - PHOTOCOPIERS AND READER-PRINTER  
LOCATION AND ESTIMATED VOLUMES FOR THE  
SATELLITE AREA

ATTACHMENT D – QMS AND HIGH SPEED PRINTER LOCATION AND  
ESTIMATED VOLUMES

ATTACHMENT E - PATENT AND TRADEMARK OFFICE LOCATIONS  
CRYSTAL CITY, ARLINGTON, VA

ATTACHMENT F - DAILY EQUIPMENT STATUS REPORT

ATTACHMENT G - BI WEEKLY METER READING

ATTACHMENT H - MONTHLY METER READING REPORT

ATTACHMENT I - DOWNTIME LOG

ATTACHMENT J - FILE TRACKING WORKSTATION LOG BOOK

ATTACHMENT K - CUSTOMER ORDER WORKSTATION TROUBLE  
SHOOTING PROCEDURES

ATTACHMENT L – GOVERNMENT FURNISHED EQUIPMENT

ATTACHMENT M – REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE  
CONTRACT ACT 94-2103

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**ATTACHMENT A –**

**PHOTOCOPIERS AND READER-PRINTER LOCATION AND ESTIMATED VOLUMES FOR  
THE PATENT SEARCH ROOM**

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<b>PATENT SEARCH ROOM ESTIMATED VOLUMES</b>		
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**PATENT SEARCH ROOM**

<b>PHOTOCOPIERS</b>	<b>Base Year</b>	<b>OP Yr 1</b>	<b>OP Yr2</b>	<b>OP Yr 3</b>	<b>OP Yr 4</b>
<b>Location</b>	<b>Monthly Volume</b>				
<b>COPIER CORNER</b>					
SRN-1	58,173	59,628	61,118	62,646	64,213
SRN-2	6,780	6,949	7,123	7,301	7,484
SRN-3	56,338	57,746	59,190	60,670	62,187
SRN-4	47,179	48,358	49,567	50,806	52,077
SRN-5	51,522	52,810	54,131	55,484	56,871
SRN-6	50,894	52,167	53,471	54,808	56,178
SRN-7	52,258	53,564	54,904	56,276	57,683
SRN-8	46,912	48,085	49,287	50,519	51,782
SRN-9	57,011	58,436	59,897	61,395	62,930
SRN-10	41,529	42,568	43,632	44,723	45,841
SRN-11	45,429	46,565	47,729	48,922	50,145
SRN-12	53,839	55,185	56,565	57,979	59,429
SRN-13	69,124	70,852	72,623	74,438	76,299
SRN-14	51,694	52,986	54,311	55,669	57,060
SRN-15	57,476	58,913	60,386	61,895	63,443
SRN-16	54,346	55,704	57,097	58,524	59,987
SRN-17	52,122	53,425	54,761	56,130	57,533
SRN-20	4,528	4,641	4,758	4,876	4,998
SRN-21	37,082	38,009	38,959	39,933	40,931
SRN-22	46,597	47,762	48,956	50,180	51,434
SRN-23	7,670	7,862	8,059	8,260	8,467
SRN-24	7,297	7,480	7,667	7,859	8,055
SRN-25	32,192	32,997	33,822	34,668	35,534
SRN-26	58,927	60,400	61,910	63,458	65,044
SRN-27	8,245	8,452	8,663	8,879	9,101
SRN-28	29,779	30,524	31,287	32,069	32,871
SRN-29	32,564	33,379	34,213	35,068	35,945
SRN-30	27,230	27,911	28,609	29,324	30,057
SRN-31	32,577	33,391	34,226	35,082	35,959
SRN-32	27,351	28,035	28,736	29,454	30,191
SRN-18	58,884	60,356	61,865	63,412	64,997
SRN-19	55,107	56,485	57,897	59,345	60,828
MEZ-1	49,905	51,152	52,431	53,742	55,085
MEZ-2	43,741	44,834	45,955	47,104	48,281
SRS-1	52,530	53,844	55,190	56,570	57,984
FLBV-4	1,008	1,033	1,059	1,085	1,112
<b>Monthly Volume</b>	1,142,698	1,171,265	1,200,547	1,230,561	1,261,325
<b>Yearly Volume</b>	<b>13,712,373</b>	<b>14,397,992</b>	<b>15,117,891</b>	<b>15,873,786</b>	<b>16,667,475</b>

**READER/PRINTERS**

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<b>MACHINE LOCATION</b>	<b>Base Year Monthly Volume</b>	<b>OP Yr 1 Monthly Volume</b>	<b>OP Yr2 Monthly Volume</b>	<b>OP Yr 3 Monthly Volume</b>	<b>OP Yr 4 Monthly Volume</b>
MIC-10	431	442	453	464	476
MIC-11	320	328	336	345	353
MIC-12	924	947	971	995	1,020
MIC-13	217	222	228	234	240
MIC-14	8	8	8	9	9
MIC-15	550	564	578	592	607
MIC-16	340	349	357	366	375
MIC-17	9	9	9	10	10
<b>Monthly Volume</b>	2,799	1,152	1,181	1,210	1,241
<b>Yearly Volume</b>	<b>33,588</b>	<b>35,267</b>	<b>37,031</b>	<b>38,882</b>	<b>40,826</b>

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**ATTACHMENT B**

**PHOTOCOPIERS AND READER-PRINTER LOCATION AND ESTIMATED VOLUMES FOR THE  
TRADEMARK SEARCH LIBRARY**

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<b>TRADEMARK SEARCH LIBRARY ESTIMATED VOLUMES</b>		
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**TRADEMARK SEARCH LIBRARY**

<b>PHOTOCOPIERS</b>	<b>Base Year</b>	<b>OP Yr 1</b>	<b>OP Yr2</b>	<b>OP Yr 3</b>	<b>OP Yr 4</b>
<b>Location</b>	<b>Monthly Volume</b>				
T-1	20,237	20,743	21,261	21,793	22,338
T-2	12,183	12,488	12,800	13,120	13,448
T-3	9,699	9,941	10,190	10,445	10,706
T-4	10,664	10,931	11,204	11,484	11,771
T-5	8,287	8,494	8,707	8,924	9,147
T-6	10,491	10,753	11,022	11,298	11,580
T-7	16,984	17,409	17,844	18,290	18,747
T-8	10,981	11,256	11,537	11,825	12,121
T-9	6,853	7,024	7,200	7,380	7,564
T-10	7,874	8,071	8,273	8,479	8,691
T-11	9,856	10,102	10,355	10,614	10,879
<b>Monthly Volume</b>	124,109	127,212	130,392	133,652	136,993
<b>Yearly Volume</b>	<b>1,489,308</b>	<b>1,563,773</b>	<b>1,641,962</b>	<b>1,724,060</b>	<b>1,810,263</b>

**READER/PRINTERS**

<b>MACHINE</b>	<b>Base Year</b>	<b>OP Yr 1</b>	<b>OP Yr2</b>	<b>OP Yr 3</b>	<b>OP Yr 4</b>
<b>LOCATION</b>	<b>Monthly Volume</b>				
TAR-1	322	330	338	347	355
TAR-2	816	836	857	879	901
TAR-3	1,277	1,309	1,342	1,375	1,410
<b>Monthly Volume</b>	2,415	2,475	2,537	2,601	2,666
<b>Yearly Volume</b>	<b>28,980</b>	<b>30,429</b>	<b>31,950</b>	<b>33,548</b>	<b>35,225</b>

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**ATTACHMENT C**

**PHOTOCOPIERS AND READER-PRINTER LOCATION AND ESTIMATED VOLUMES FOR THE  
SATELLITE AREA**

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<b>SATELLITE AREA ESTIMATED VOLUMES</b>		
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<b>PHOTOCOPIERS</b>	<b>Base Year</b>	<b>OP Yr 1</b>	<b>OP Yr2</b>	<b>OP Yr 3</b>	<b>OP Yr 4</b>
<b>Location</b>	<b>Monthly Volume</b>				
FL-1	1,717	1,760	1,804	1,849	1,896
FL-2	1,451	1,487	1,524	1,562	1,602
TSD-1	5,661	5,803	5,948	6,096	6,249
TTAB-1	11,455	11,741	12,035	12,336	12,644
G-260	15,079	15,456	15,842	16,238	16,644
PUBS-1	13,283	13,615	13,955	14,304	14,662
ONAR-1	4,014	4,114	4,217	4,323	4,431
<b>Monthly Volume</b>	<b>52,660</b>	<b>53,977</b>	<b>55,326</b>	<b>56,709</b>	<b>58,127</b>
<b>Yearly Volume</b>	<b>631,923</b>	<b>663,519</b>	<b>696,695</b>	<b>731,530</b>	<b>768,107</b>

**READER/PRINTER  
S**

	<b>Base Year</b>	<b>OP Yr 1</b>	<b>OP Yr2</b>	<b>OP Yr 3</b>	<b>OP Yr 4</b>
<b>Location</b>	<b>Monthly Volume</b>				
	1,180	1,210	1,240	1,271	1,302
BLT-2	870	892	914	937	960
TAS-1	3,284	3,366	3,450	3,537	3,625
TAS-2	2,149	2,203	2,258	2,314	2,372
TAS-4	2,629	2,695	2,762	2,831	2,902
<b>Monthly Volume</b>	<b>10,112</b>	<b>10,365</b>	<b>10,624</b>	<b>10,890</b>	<b>11,162</b>
<b>Yearly Volume</b>	<b>121,344</b>	<b>127,411</b>	<b>133,782</b>	<b>140,471</b>	<b>147,494</b>

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**ATTACHMENT D**

**QMS AND HIGH SPEED PRINTER LOCATION AND  
ESTIMATED VOLUMES**

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<b>QMS AND EXPRESS PRINTER ESTIMATED VOLUMES</b>		
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**QMS PRINTERS -PATENT SEARCH ROOM**

<b>LOCATION</b>	<b>Base Year</b> Monthly Volume	<b>OP Yr 1</b> Monthly Volume	<b>OP Yr2</b> Monthly Volume	<b>OP Yr 3</b> Monthly Volume	<b>OP Yr 4</b> Monthly Volume
PSR-1	1,195	1,225	1,255	1,287	1,319
PSR-8	1,063	1,090	1,117	1,145	1,173
PARS-2	1,568	1,607	1,647	1,689	1,731
PSIRF-1	1,855	1,901	1,949	1,998	2,048
<b>Monthly Volume</b>	<b>5,681</b>	<b>5,823</b>	<b>5,969</b>	<b>6,118</b>	<b>6,271</b>
<b>Yearly Volume</b>	<b>68,172</b>	<b>71,581</b>	<b>75,160</b>	<b>78,918</b>	<b>82,863</b>

**QMS PRINTERS -TRADEMARK SEARCH LIBRARY**

<b>MACHINE</b> <b>LOCATION</b>	<b>Base Year</b> Monthly Volume	<b>OP Yr 1</b> Monthly Volume	<b>OP Yr2</b> Monthly Volume	<b>OP Yr 3</b> Monthly Volume	<b>OP Yr 4</b> Monthly Volume
TMS-1	322	330	338	347	355
TMS-2	816	836	857	879	901
<b>Monthly Volume</b>	<b>1,138</b>	<b>1,166</b>	<b>1,196</b>	<b>1,226</b>	<b>1,256</b>
<b>Yearly Volume</b>	<b>13,656</b>	<b>14,339</b>	<b>15,056</b>	<b>15,809</b>	<b>16,599</b>

**HIGH SPEED GROUP PRINTER - PATENT SEARCH ROOM**

<b>LOCATION</b>	<b>Base Year</b> Monthly Volume	<b>OP Yr 1</b> Monthly Volume	<b>OP Yr2</b> Monthly Volume	<b>OP Yr 3</b> Monthly Volume	<b>OP Yr 4</b> Monthly Volume
GBGBPR-1	31,510	32,298	33,105	33,933	34,781
GBGCPR-2	33,556	34,395	35,255	36,136	37,040
GBGGPR-4	29,475	30,212	30,967	31,741	32,535
GBJAPR-5	32,416	33,226	34,057	34,908	35,781
GBJBPR-6	31,277	32,059	32,860	33,682	34,524
<b>Monthly Volume</b>	<b>158,234</b>	<b>162,190</b>	<b>166,245</b>	<b>170,401</b>	<b>174,661</b>
<b>Yearly Volume</b>	<b>1,898,808</b>	<b>1,993,748</b>	<b>2,093,436</b>	<b>2,198,108</b>	<b>2,308,013</b>

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**ATTACHMENT E**

**THE UNITED STATES PATENT AND TRADEMARK OFFICE LOCATIONS  
CRYSTAL CITY, ARLINGTON, VA**

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The United States Patent and Trademark Office Locations in Crystal City, VA, can be located at the following web address:

<http://www.uspto.gov/web/offices/ac/ido/pssd/CCmap.pdf>

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**ATTACHMENT F**  
**DAILY EQUIPMENT STATUS REPORT**



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**ATTACHMENT G**  
**BI WEEKLY METER READING**



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**ATTACHMENT H**  
**MONTHLY METER READING REPORT**





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**ATTACHMENT J**

**FILE TRACKING WORKSTATION LOG BOOK**



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**ATTACHMENT K**

**CUSTOMER ORDER WORKSTATION TROUBLE SHOOTING PROCEDURES**

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## **CUSTOMER ORDERING WORKSTATION TERMINAL**

### **TROUBLE SHOOTING PROCEDURES**

1. Turn on machine.
2. Enter password: Badge
3. Press the Enter button.
4. At the LOGO Screen--- Ctrl:Alt:Del
5. Type public\_user (lower case)
6. Key in password: public1
7. Press the Enter button
8. File Tracking System

### **SYSTEM SHUTDOWN PROCEDURES**

**(In case someone didn't logoff correctly)**

1. Ctrl:Alt:Del
2. Select: Log Off
3. Hit OK (3 times)
4. Ctrl:Alt:Del
5. Log back on as a staff person:
6. Staff
7. Key number 2 – Shut Down
8. Ctrl:Alt:Del
9. Shut Down
10. Hit OK (3 times)
11. Power off

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**ATTACHMENT L**

**GOVERNMENT FURNISHED EQUIPMENT**

DAC READER BOX	DAC READER BOX	SPARE DAC BOX
Serial no.	Serial no.	Serial no.
1854	1862	3292
1729	1777	1761
1770	1848	1766
1774	1855	1768
1765	1753	1771
1754	1814	1775
1865	1867	1788
1842	1787	1821
1783	1703	1822
1727	1778	1844
1208	1757	1846
1789	1776	1864
1721	1769	1870
1786	3309	1871
1847	1868	1914
1516	1779	2070
1782	1851	3143
1756	1863	3315
1859	1763	1780
1834	N/A	1843
1773	1762	Encoder 1832
1726	1833	Old encoder 1634
1262	1205	Interface cable 13

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1790	1836	Keys to lock area 9
3299	1772	SPARE POWER TRANSFORMERS
1853	1820	28
1728	1860	X-PRESS COPIER
1852	3311	Encoder 2328
1856	1755	Reader 1821
1767	1831	1850
1758	1857	
3592	1869	
1785	1849	
1861	1781	
1751	1858	
1850		

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**ATTACHMENT M – REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE  
CONTRACT ACT 94-2103**

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94-2103 DC,DISTRICT-WIDE 06/04/02

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2103

William W.Gross Division of | Revision No.: 26

Director Wage Determinations| Date Of Last Revision: 05/29/2002

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George,  
Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.94
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	11.68
General Clerk II	13.72
General Clerk III	15.32
General Clerk IV	18.74
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	14.74
Order Clerk II	16.29
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.28
Rental Clerk	15.42
Scheduler, Maintenance	14.06
Secretary I	14.71
Secretary II	15.35
Secretary III	18.49
Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	14.04
Stenographer I	14.68
Stenographer II	16.47

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Supply Technician	19.57
Survey Worker (Interviewer)	14.94
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	11.63
Travel Clerk II	12.49
Travel Clerk III	13.41
Word Processor I	11.80
Word Processor II	14.22
Word Processor III	16.65
Automatic Data Processing Occupations	
Computer Data Librarian	11.69
Computer Operator I	13.30
Computer Operator II	15.67
Computer Operator III	18.60
Computer Operator IV	18.94
Computer Operator V	22.94
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	26.99
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.06
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	21.38
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.76
Food Service Worker	9.01
Meat Cutter	16.07
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	2.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	9.67

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Elevator Operator	9.79
Gardener	12.98
House Keeping Aid I	9.02
House Keeping Aid II	9.28
Janitor	9.64
Laborer, Grounds Maintenance	10.75
Maid or Houseman	9.28
Pest Controller	11.85
Refuse Collector	10.88
Tractor Operator	12.73
Window Cleaner	10.51
<b>Health Occupations</b>	
Dental Assistant	14.36
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.43
Licensed Practical Nurse II	16.20
Licensed Practical Nurse III	18.13
Medical Assistant	11.76
Medical Laboratory Technician	13.93
Medical Record Clerk	13.57
Medical Record Technician	14.21
Nursing Assistant I	8.46
Nursing Assistant II	9.52
Nursing Assistant III	11.94
Nursing Assistant IV	13.40
Pharmacy Technician	11.84
Phlebotomist	11.21
Registered Nurse I	22.54
Registered Nurse II	25.08
Registered Nurse II, Specialist	25.08
Registered Nurse III	32.38
Registered Nurse III, Anesthetist	32.38
Registered Nurse IV	38.81
<b>Information and Arts Occupations</b>	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.79
Exhibits Specialist II	20.99
Exhibits Specialist III	25.84
Illustrator I	17.03
Illustrator II	21.29
Illustrator III	26.20
Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
<b>Laundry, Dry Cleaning, Pressing and Related Occupations</b>	
Assembler	8.71
Counter Attendant	8.71
Dry Cleaner	9.83
Finisher, Flatwork, Machine	8.71
Presser, Hand	8.71
Presser, Machine, Drycleaning	8.71
Presser, Machine, Shirts	8.71
Presser, Machine, Wearing Apparel, Laundry	8.71
Sewing Machine Operator	10.63
Tailor	12.43

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Washer, Machine	9.31
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	14.58
Fuel Distribution System Operator	19.38
Material Coordinator	16.97
Material Expediter	16.97
Material Handling Laborer	11.50
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.69
Store Worker I	8.89
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	21.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	20.93
Carpenter, Maintenance	18.05
Carpet Layer	17.61
Electrician, Maintenance	22.59
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	20.93
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.70
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.24
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	19.04
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.41

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Telecommunication Mechanic II	20.45
Telephone Lineman	20.93
Welder, Combination, Maintenance	19.03
Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.97
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Cashier	8.53
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.67
Mortician	21.63
Park Attendant (Aide)	12.15
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	14.06
Sales Clerk	10.04
School Crossing Guard (Crosswalk Attendant)	10.34
Sport Official	11.24
Survey Party Chief (Chief of Party)	14.92
Surveying Aide	9.27
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.18
Swimming Pool Operator	13.21
Vending Machine Attendant	10.20
Vending Machine Repairer	13.24
Vending Machine Repairer Helper	10.77
Personal Needs Occupations	
Child Care Attendant	11.37
Child Care Center Clerk	15.86
Chore Aid	8.05
Homemaker	16.45
Plant and System Operation Occupations	
Boiler Tender	20.85
Sewage Plant Operator	19.15
Stationary Engineer	20.85
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	19.72
Protective Service Occupations	
Alarm Monitor	15.04
Corrections Officer	17.69
Court Security Officer	18.84
Detention Officer	18.29
Firefighter	19.72
Guard I	9.51
Guard II	12.53
Police Officer	20.54
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.96
Air Traffic Control Specialist, Station (2)	19.97

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Air Traffic Control Specialist, Terminal (2)	21.99
Archeological Technician I	14.57
Archeological Technician II	16.29
Archeological Technician III	20.20
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	23.94
Drafter I	12.22
Drafter II	15.30
Drafter III	17.18
Drafter IV	21.49
Engineering Technician I	15.50
Engineering Technician II	17.99
Engineering Technician III	21.63
Engineering Technician IV	24.82
Engineering Technician V	30.35
Engineering Technician VI	36.72
Environmental Technician	19.29
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	20.36
Instructor	23.34
Laboratory Technician	15.98
Mathematical Technician	23.39
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07
Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	23.99
Unexploded (UXO) Safety Escort	18.40
Unexploded (UXO) Sweep Personnel	18.40
Unexploded Ordnance (UXO) Technician I	18.40
Unexploded Ordnance (UXO) Technician II	22.27
Unexploded Ordnance (UXO) Technician III	26.69
Weather Observer, Combined Upper Air and Surface Programs (3)	16.64
Weather Observer, Senior (3)	19.38
Weather Observer, Upper Air (3)	16.64
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.09
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.60
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost),

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reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves

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the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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

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

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

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991
52.204-05	Women-Owned Business (Other than Small Business)	May 1999
52.222-38	Compliance with Veterans' Employment Reporting Requirements	December 2001
52.223-04	Recovered Material Certification.	October 1997

**K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APRIL 1985**

(a) The offeror certifies that --

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

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision  
 \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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(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.3 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.**

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the 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.4 52.204-03 TAXPAYER IDENTIFICATION**

**OCTOBER 1998**

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the

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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.5 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

**DECEMBER 2001**

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

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

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

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

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

(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 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS APRIL 2002**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is 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.

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

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

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

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR OCTOBER 2000  
THE SMALL BUSINESS COMPETITIVENESS  
DEMONSTRATION PROGRAM**

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror  is,  is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [\[Check one of the following.\]](#)

No. of Employees    Avg. Annual Gross Revenues

- 50 or fewer     \$1 million or less
- 51 - 100     \$1,000,001 - \$2 million
- 101 - 250     \$2,000,001 - \$3.5 million
- 251 - 500     \$3,500,001 - \$5 million
- 501 - 750     \$5,000,001 - \$10 million
- 751 - 1,000     \$10,000,001 - \$17 million
- Over 1,000     Over \$17 million

**K.8 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR MAY 1999  
TARGETED INDUSTRY CATEGORIES UNDER THE  
SMALL BUSINESS COMPETITIVENESS  
DEMONSTRATION PROGRAM**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

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Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

- 50 or fewer  \$1 million or less  
 51 - 100  \$1,000,001 - \$2 million  
 101 - 250  \$2,000,001 - \$3.5 million  
 251 - 500  \$3,500,001 - \$5 million  
 501 - 750  \$5,000,001 - \$10 million  
 751 - 1,000  \$10,000,001 - \$17 million  
 Over 1,000  Over \$17 million

**K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999**

The offeror represents that--

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984**

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

**K.11 52.222-48 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment-Contractor Certification.**

(a) The following certification shall be checked:

Certification

The offeror certifies (  ) does not certify (  ) that-

- (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;
- (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An

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"established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and

(3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

**K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCTOBER 2000**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**K.13 52.225-01 BUY AMERICAN ACT - SUPPLIES**

**MAY 2002**

(a) Definitions. As used in this clause-

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product

(whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described

in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50

percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined,

produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated,

collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

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- (b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

**K.14 52.225-02 BUY AMERICAN ACT - BALANCE OF PAYMENTS FEBRUARY 2000 PROGRAM CERTIFICATE**

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

(b) Foreign End Products:  
LINE ITEM NO COUNTRY OF ORIGIN

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.15 CERTIFICATION**

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

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

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## **SECTION L**

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

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

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

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

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.214-34	Submission of Offerors in the English Language	April 1991
52.214-35	Submission of Offers in US Currency	April 1991
52.215-01	Instructions to Offerors--Competitive Acquisition	May 2001
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.237-01	Site Visit	April 1984

**L.2 52.216-01 TYPE OF CONTRACT APRIL 1984**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

**L.3 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW FEBRUARY 1999**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.4 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.

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## 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:

Clarence Crawford  
Chief Financial Officer & Chief  
Administrative Officer  
U.S. Patent & Trademark Office  
Washington, D.C. 20231  
(FAX No. 703-308-7792)

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

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

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

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

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

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

(i) the protester's name, address, telephone number, and fax number

(ii) the solicitation or contract number, name of contracting office and the contracting officer

(iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced

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- (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.5 AWARD WITHOUT DISCUSSIONS**

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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.

## L.6 EVALUATION OF PROPOSALS

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

## L.7 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.8 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.13 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

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

## L.9 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.10 NO ALTERNATE PROPOSALS ACCEPTED

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

## L.11 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 PROPOSAL REQUIREMENTS

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

A. Technical Proposal

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- B. Management Proposal
- C. Past Performance and Experience
- D. Price Proposals
- E. Transition Plan
- F. Certifications and Representations

**A. Technical Proposal.**

The Technical Proposal shall not exceed ten (10) pages in length and shall include your innovative approach to meeting all of the minimum needs of the Government as described in the statement of work. The Government shall evaluate proposals in accordance with the following technical evaluation criteria.

- (A) **COMPREHENSION OF PROJECT**
- (B) **TECHNICAL CAPABILITY**
  - (i) ACQUISITION OF EQUIPMENT AND SUPPLIES
- (C) **WORK/PRODUCTION PLAN**
  - (i) MAINTENANCE OF EQUIPMENT
  - (ii) QUALITY CONTROL PLAN
  - (iii) PUBLIC INTERACTION

**B. Management Proposal.**

The Management Plan shall not exceed five (5) pages in total inclusive of all Offeror attachments. A one (1) page executive summary (optional), and Key Personnel resumes shall not be considered part of the total five (5) page limit. The management portion of the proposal must include, at a minimum:

1. Brief history of the Company including infrastructure, resources and strategic plans;
2. Specific management plan for the contract;
3. Technical resources and expertise necessary to provide support for the contract;

4. Offeror shall identify and describe the principal support office for the program and the total number of employees to be assigned to this program, including any applicable teaming or subcontracting arrangements. An organizational chart depicting the layout of the proposed support office structure shall be provided, including the identification of key personnel, and major subcontractor personnel necessary to accomplish the project. If teaming is to be used, Offeror shall describe the plan to manage the teaming arrangement (not part of ten (10) page limitation) and shall include copies of teaming agreements and key personnel resumes (each key personnel resume shall not exceed two (2) pages);

**C. 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;

This section shall demonstrate the Offeror's experience and ability to provide skilled personnel and ability to manage requirements, which are the same, or similar to those addressed in the Section C of the RFP.

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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 contacts' telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts.

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

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

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

**Notes:**

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

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

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

**D. Price Proposals**

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

**E. Transition Plan.**

In this section the offeror shall describe its approach to transitioning from the current contract to the follow-on effort. The offeror must describe how this transition will be accomplished without disruption to the services required by the USPTO. At a minimum, this must include anticipated problems, solutions to those problems, and the time frame necessary to complete the transition. This section is limited to a maximum of three (3) pages.

**L.14 SUBMISSION REQUIREMENTS**

All proposal documents shall be submitted as outlined below:

- paper form (one original and ten copies) on white, untextured paper;
- one copy on a 3.5", high-density diskette or CD formatted for Microsoft Office 97 (or newer) and formatted for 8 1/2" by

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- 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;
  - the type for all proposal documents (including charts and graphs) shall be black;
  - the characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;
  - the font shall be Times New Roman 12 pt; and,
  - shall not exceed six (6) lines per vertical inch.

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

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. 52-PAPT-2-01023 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), July 10, 2001.

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

U.S. Postal Service

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

Handcarried, Courier, or Non-USPS Mail Service

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

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

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## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

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## **M.1 52.217-05 EVALUATION OF OPTIONS**

**JULY 1990**

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

## **M.2 "BEST VALUE" DETERMINATION AND CONTRACT AWARD**

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

## **M.3 BASIS OF CONTRACT AWARD**

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

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

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

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

The USPTO reserves the right to make the contract award based solely on initial offers received, without discussion. Therefore, all Offerors are advised to make the best offering initially.

## **M.4 EVALUATION PROCEDURES**

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to this solicitation. The USPTO will evaluate and make award to the offeror providing the optimum services and capability to the Government. The USPTO will evaluate offers based upon the evaluation criteria provided below:

### **A. TECHNICAL**

COMPREHENSION OF PROJECT  
TECHNICAL CAPABILITY

### **B. MANAGEMENT**

WORK/PRODUCTION PLAN

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MAINTENANCE OF EQUIPMENT  
QUALITY CONTROL PLAN  
PUBLIC INTERACTION

### **C. PAST PERFORMANCE**

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. Past performance information obtained will be used for both responsibility determination and the best value decision. Offerors may provide information on problems encountered on the identified contracts and the Offeror's corrective actions.

The USPTO will assess the following:

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

### **D. Price Proposal**

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

## **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.