

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS 15 CFR 350	RATING D	PAGE OF 001   073 PAGES
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2. CONTRACT NO.	3. SOLICITATION NO. 52-PAPT-1-01008	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED(RFP)	5. DATE ISSUED 3/16/2001	6. REQUISITION/PURCHASE NO. 192P0150001
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7. ISSUED BY U.S. Patent and Trademark Office Office of Procurement 2011 Crystal Drive, PK-1, Room 810 Arlington, VA 22202	8. ADDRESS OFFER TO (If other than Item 7)  SEE SECTION L.5
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Note In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and two (2) 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 location in See Section L.5 until 2:00 P.M. Eastern Standard Time (EST), April 30, 2001.

CAUTION - LATE Submissions, Modifications, and Withdrawals See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION E-MAIL D	A. NAME Todd Richards	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) E-MAIL: SMART@USPTO.GOV
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**OFFER (Must be fully completed by offeror)**

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 160 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 tie specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> 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 NO. (Include area code)	<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 Funds will be cited and obligated on individual Delivery Orders.
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 25.
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY U.S. Patent and Trademark Office Office of Finance, Box 17 2011 Crystal Drive, Suite 802B Washington, DC 20231	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1** See Attachment A, CLIN List

The CLIN items listed in Attachment A were available at the time the solicitation was released. Due to the flux in market conditions the manufacturer may have replaced one or more of the items. Offerors are cautioned to submit proposals for equal or better products in all cases.

### **B.2** See Attachment B, Salient Characteristics

Attachment B outlines the minimum required salient characteristics that each CLIN item offered must meet.

## SECTION C – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

### C.1 SCOPE OF WORK

#### C.1.1 INTRODUCTION

The United States Patent and Trademark Office (USPTO) seeks to award a contract to a single vendor with superior management, past performance, technical expertise, and pricing to provide USPTO with information technology solutions over the next five years to benefit its core business mission, which is the examination, granting, and dissemination of patents and trademarks. The dollar value, wide scope of items, production volume, and delivery schedule of the contract preclude setting it aside for small business manufacturers under the normal guidance as mandated by FAR. However, pursuant to FAR Part 19.102(f), the Small Business Administration (SBA) has established an individual waiver of the Nonmanufacturer Rule for the solicitation. Because of this waiver, USPTO has reasonable assurance that two or more small businesses will be able to comply with this requirement. The SIC code for this acquisition is 5045 (NAICS 42143). The contract will provide the resources needed to succeed the existing microcomputer contract.

It is the responsibility of the Offerors to monitor the following website for any revisions to the solicitation, solicitation amendments, and all questions and answers related to this procurement:

<http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>

For purposes of the Request for Proposal (RFP), the following definitions apply:

- “Microcomputer” is synonymous with either microcomputer mini-tower or laptop;
- “Palmtop” is defined as the family of hand-held computer devices that are small enough to fit in the palm of one's hand. Palmtops are also called PDAs, hand-held computers and pocket computers;
- “Commercial documents” are defined as commercially available product literature including specification sheets;
- “Offeror” is defined as an individual, partnership, proprietorship, joint venture, corporation, or other business entity;
- “DOA” is Dead on Arrival. Any item that is non-functional upon delivery to the customer site;
- “RMA” is defined as Returned Material Authorization;
- “Lemon” is any item that experiences three (3) failures within thirty (30) days after installation at the customer site, and,

In order to successfully implement the acquisition process, the USPTO seeks the cooperation of the vendor community in an effort to conduct business fairly, in an atmosphere of integrity and openness. The USPTO highly encourages the use of alternative dispute resolution procedures to settle any disagreement resulting from the issuance of the RFP such as the Department of Commerce's (DOC) agency level protest procedures in Section L.

To satisfy the needs of all interested parties within the USPTO, a cross-functional Project Team has been formed. The Project Team is empowered to conduct this procurement.

The USPTO is an agency comprised of approximately 7,500 employees, plus an estimated 1,000 contractor support personnel located in Crystal City, Arlington, VA. The USPTO is planning to relocate its employees from 18 separate buildings in Crystal City into a new consolidated campus planned for Alexandria, Virginia, in the 2004 timeframe.

The Government Performance and Results Act (GPRA) places management expectations and requirements on Federal agencies by creating a framework for more effective planning, budgeting, program evaluation and fiscal accountability for Federal programs. The intent of this act is to focus clearly on results and to improve public confidence in Federal agency performance by holding agencies accountable for achieving program goals. GPRA requires agencies to define their mission, establish goals, and determine how those goals will be met, establish performance measures, use the information gathered from those performance measures to make improvements, and report on their accomplishments. USPTO's streamlined acquisition process uses GPRA as its springboard to launch new projects and acquisitions.

In keeping with GPRA, the Clinger-Cohen Act of 1996 (CCA) was enacted to require that agencies set goals, measure performance, and report on progress in improving the efficiency and effectiveness of operations through the use of information technology. Consistent with GPRA and CCA, any contract resulting from the RFP will contain performance-based measures emphasizing high-quality state-of-the-art products, timely delivery, and superior services to our customers.

### **C.1.2 OBJECTIVE**

The objective of the procurement is to select a single vendor with superior management, past performance, technical expertise and competitive pricing to provide USPTO with information technology solutions over the next five years to benefit its core business mission, which is the examination, granting, and dissemination of patents and trademarks.

USPTO employees are critically dependent on microcomputers to access major USPTO mission-critical automated systems and to perform their day-to-day work using commercial office automation software and USPTO-developed applications. These microcomputers are used in a networked office environment for a variety of functions. The functions include, but are not limited to, text and image search of large collections of patent and trademark databases, word processing, spreadsheets, databases, communications, groupware, project management, personnel management, financial and procurement systems, software development, network management, workflow tracking, and access to other Government and commercial databases.

Mission-critical automated systems, including those currently under development, require robust hardware capabilities at the desktop. The requirements described in the RFP support the USPTO's strategy to remain technologically current in order to provide cost-effective services to its global customers.

The proposed commercially available off-the-shelf (COTS) CLIN items shall be compatible with the USPTO Technical Reference Model (TRM). All products offered must be commercially available in the U.S. marketplace at the time of submission of proposals. Performance in the PTO environment is important. Therefore, compatibility with the current components of the USPTO information technology infrastructure is required. The USPTO Technical Reference Model can be found at <http://www.uspto.gov/web/offices/cio/cio-docs.htm>.

The requirement is for COTS microcomputers, laptops, palmtops, peripherals and components (such as adapter cards and additional storage devices), along with Contractor-provided warranty and life cycle support for the hardware and software. The requirement also includes provisions for technology enhancements to prevent acquisition of obsolescent items and to satisfy the increased requirements of new automated information systems under development at the USPTO. The actual quantity of equipment to be acquired cannot be precisely stated and orders may fluctuate greatly over time. For this reason, it is critical that USPTO have a vendor with superior management skills who is able to comply with the varying demands of any resulting contract.

The Offeror shall provide:

- 1) Microcomputers, laptops, palmtops, and peripheral equipment;
- 2) Responsive contract management;
- 3) Operating system software, including software upgrades and updates;
- 4) Hardware and software manuals and publications (electronic format);
- 5) Timely delivery;
- 6) Warranty, Lemon, DOA, RMA policies; and
- 7) Technology infusion and enhancements of obsolete or out-of-production items.

## **C.2 MANDATORY GUIDELINES FOR CONTRACT PERFORMANCE**

### **C.2.1 MICROCOMPUTER, LAPTOPS, PALMTOPS, AND PERIPHERAL EQUIPMENT**

All hardware, software, and firmware, with the exception as stated in Section C.2.6.1 entitled, "Warranty", provided under the contract shall be new, COTS, in the U.S. marketplace, and in current production and can be provided according to the delivery requirements at the time of proposal submission. All hardware shall comply with all applicable Federal regulations and certifications.

All equipment shall be fully configured and free from manufacturer defects. Fully functional microcomputers shall have all internal components installed, storage devices formatted, and a Microsoft® Windows operating system as specified in Attachments A and B. Fully functional laptops shall have all internal components installed, storage devices formatted, and a Microsoft® Windows operating system as specified in Attachments A and B.

Attachment A contains a detailed chart of contract line item numbers (CLINs) and specifications for the base year and the four (4) option years. Individual line items shall be compatible and interoperable with the applicable microcomputers and with one another to allow flexibility in configuring hardware and software products acquired under the contract, unless otherwise indicated. Each CLIN may be ordered separately unless otherwise indicated.

## C.2.2 CONTRACT MANAGEMENT

The Offeror shall manage the full range of contract management to include integration, delivery, warranty, and other lifecycle services necessary to fulfill the requirements specified herein.

The Offeror shall have the capability to deliver microcomputer equipment and peripherals in a timely manner. The Offeror shall additionally have the ability to accommodate fluctuating ordering trends and to re-prioritize orders at USPTO's request.

The Offeror shall provide a single point of contact for order processing that will afford USPTO the means to determine the status of orders. The Offeror shall also provide all reports and databases detailed in Section C.2.2.1.

### C.2.2.1 Reports and Databases

The Contractor shall provide reports and databases as specified below. All electronic files shall be submitted in accordance with guidance provided by the Contracting Officer (CO) or his/her designated representative.

- a. RMA Report. The Offeror shall provide the USPTO with an electronic monthly report due the first workday of the month detailing the delivery status of all warranty and Return Material Authorization (RMA) items.
- b. Outstanding Delivery Order Report. The Offeror shall provide the USPTO with an electronic report due the first workday of the month following contract award, and thereafter on a bi-weekly basis. The report shall include a list of each outstanding delivery order issued under the contract, delivery order number, USPTO requisition number, date of the order, date Contractor acknowledged receipt, and a projected delivery date.
- c. Completed Delivery Order Report. The Offeror shall provide the USPTO with an electronic monthly report due the first workday of the month following contract award detailing the orders delivered, serial numbers as applicable, delivered dates, delivery order number, USPTO requisition number, and remaining quantities for each CLIN.
- d. Product Database. The Offeror shall provide and maintain an electronic database of CLINs, brand names, model numbers, availability, URL location of specification, and their current contract prices. The electronic database shall include an indication of which CLINs are dependent on other CLINs to operate (e.g. adapters).

### C.2.2.2 Quarterly Price Adjustment

The contract will require a quarterly review for prospective price adjustment, which will allow the USPTO to renegotiate prices to reflect the commercial marketplace. Any price adjustment will be mutually agreed upon by the parties and will provide, at a minimum, quarterly price evaluations to determine if contract prices of specific items are in alignment with established market prices. No later than fifteen (15) calendar

days before the end of the quarter, the Offeror shall submit a revised price proposal for all CLIN items with supporting price justification documentation. In no event shall prices be in excess of the GSA schedule price or the price charged to the Contractors' most favored commercial customer, whichever is less. Upon the USPTO's review of the Offeror's proposal, the Offeror and the USPTO will enter into negotiations to determine fair and reasonable prices for supplies to be delivered. These negotiations will result in a formalized contract modification.

### **C.2.3 OPERATING SYSTEM SOFTWARE**

All software licenses shall transfer to the USPTO at the time of delivery. Deployment of any patch, release or version change will be made at the written direction of the CO or his/her designee.

### **C.2.4 HARDWARE AND SOFTWARE MANUALS AND PUBLICATIONS**

At the time of delivery, the Offeror shall furnish one (1) copy of the most current version of the commercial user manuals, installation instructions, and other publications normally provided for the operating system and components installed for each microcomputer delivered. Preferably, this documentation is to be on electronic media, magnetic or optical, compatible with the microcomputers.

Within thirty (30) calendar days of contract award, and then ten (10) business days prior to delivery of any substitute/additional CLIN, the Offeror shall furnish at no additional cost, the following for USPTO's desktop system configuration library:

- For each change in the configuration of equipment delivered, a record of how the microcomputer or peripheral has been configured (e.g., devices, adapters, memory); and
- For each actual configuration or modification delivered, one complete set of set-up software, drivers, and documentation on installation, configuration, error handling, and troubleshooting that addresses the change.

### **C.2.5 ORDERING AND DELIVERY**

The USPTO will define individual configurations (e.g., monitor, disk drive, and other components) when delivery orders are placed. The USPTO may also order individual CLINs as appropriate. See Section F.2 for information concerning delivery.

### **C.2.6 WARRANTY, LEMON, DOA AND RMA POLICIES**

The Offeror shall furnish, without additional charge to the USPTO, a warranty, a lemon policy, RMA and DOA policies on all offered hardware.

#### **C.2.6.1 Warranty**

The Offeror shall furnish, without additional charge to the USPTO, a warranty on each item ordered for a minimum of three (3) years beginning upon date of receipt at the USPTO's maintenance contractor's warehouse with the exception of laptop batteries, which will be for a minimum of one (1) year.

The USPTO will use its maintenance contractor, who maintains all USPTO microcomputer hardware, to perform the labor for warranty service. The Offeror shall, at no additional cost to USPTO or USPTO's maintenance contractor, certify USPTO's maintenance contractor to perform warranty labor. The Offeror shall provide a warranty exchange program with a toll-free phone number and a single point of contact. This program shall provide a maximum of ten (10) business days turnaround for all warranty claims. The USPTO requires the Offeror to work cooperatively with USPTO's maintenance contractor.

The warranty program shall be defined as follows: USPTO submits a warranty claim, the Offeror issues an RMA number and sends the warranty part(s) to the USPTO. The USPTO will then send back the defective part(s) under the issued RMA. The Offeror shall bear transportation charges and responsibility for equipment while in transit to and from the USPTO.

In replacing failed or faulty components, the Offeror shall use new commercially available parts or parts equal in performance to new parts. Parts equal in performance to new parts may be used when approved by the Contracting Officer or his/her designee. Parts, which have been installed under warranty, shall become the property of the USPTO unless otherwise directed by the Contracting Officer or his/her designee. The Offeror shall provide a warranty for ninety (90) days or the remainder of the warranty term, whichever is longer, on all replacement components.

The Offeror shall guarantee that replacement parts for equipment in the contract will be available for the contract period. The Offeror shall notify the USPTO sixty (60) days before the end of the contract about the continuing availability of replacement parts subsequent to contract expiration. If parts will not be available from the Offeror, the USPTO may require the Offeror to furnish data that is available to assist the USPTO in obtaining replacement parts from another source.

For the full warranty term, the Offeror shall provide and maintain a toll-free "preferred customer" telephone line for technical support/problem diagnostics for the USPTO from 8:30 a.m. until 5:00 p.m., Eastern Standard Time, Monday through Friday.

USPTO maintenance activity consisting of additional component installation performed by Offeror-trained or otherwise certified maintenance technicians shall not void warranty provisions.

#### **C.2.6.2 Lemon Policy**

The Offeror shall furnish, without additional charge to the USPTO, a lemon policy that shall include provisions to replace hardware components in the event of three (3) hardware failures of any component within thirty (30) days of installation at the customer site. The microcomputer unit, in its entirety, shall be considered a single component for this policy.

#### **C.2.6.3 DOA Policy**

The Offeror shall furnish, without additional charge to the USPTO, a DOA policy that shall include provisions to replace hardware components delivered non-functional at the customer site. The Offeror will replace the component within seventy-two (72) hours of notification by USPTO. The microcomputer, in its entirety, shall be considered a single component for this policy.

#### **C.2.6.4 RMA Process**

The Offeror shall provide an RMA process including, but not limited to, turnaround time that provides an effective response to the USPTO's maintenance contractor in meeting support requirements for a four-hour repair time. The USPTO requires the Offeror to work cooperatively with USPTO's maintenance contractor in managing and maintaining the RMA process including warranty claims.

#### **C.2.7 TECHNOLOGY INFUSION AND ENHANCEMENTS OF OBSOLETE OR OUT-OF-PRODUCTION ITEMS**

USPTO's requirement for microcomputers is continuous and, therefore, will exceed the technological life of the equipment specified. All automated information systems currently under development at USPTO will require robust image display, storage requirements and processing capabilities, which may not be attainable with the current technology. USPTO may solicit, and the Offeror is encouraged to propose, engineering changes to the equipment and software specifications or other requirements of the contract. These changes may be proposed to save money, improve performance, save energy, replace End-of-Life (EOL) items, or satisfy increased information processing requirements at the USPTO. The price for the proposed revised requirements shall not exceed the price of the current contract requirements by more than 25%, and in no event shall the prices for a particular upgraded item be in excess of the GSA schedule price or the price charged to the Contractors' most favored commercial customer, whichever is less. Consideration will be given to any special warranty terms and delivery, management and support requirements.

Such requests shall be made in writing to the Contracting Officer and the following conditions apply:

- 1) The additional/substituted item(s) shall be fully compatible with item(s) in the CLIN as appropriate;
- 2) The additional/substituted item(s) shall meet or exceed all specifications applicable to the original item(s);
- 3) The additional/substituted item(s) shall meet all of the marketability requirements of the specification to ensure field-proven, COTS configurations;
- 4) The additional/substituted item(s) shall be submitted to USPTO for an Operational Capabilities Demonstration (OCD) and approval prior to delivery.
- 5) An agreement formalizing the acceptance of the additional/substituted items between the Contracting Officer and the Contractor shall be reached and the change shall be effected by a written, bilateral modification to the contract.
- 6) The Contractor shall provide full documentation on these additions/substitutions.
- 7) When an addition/substitution is agreed upon, all terms and conditions of the contract, unless changed by contract modification, shall apply as if the originally specified CLIN were being delivered.
- 8) In the event that there is an outstanding order, and an addition/substitution has been agreed upon, the USPTO reserves the right to include/exclude the additional/substituted items for that outstanding order.

The fact that the Offeror requests a replacement shall not extend the required delivery dates of any items. Upon approval and acceptance of a replacement, the USPTO and Offeror may mutually agree to a reasonable extension of the required delivery dates. In the event that a required item meets its End-of-Life (EOL), the Offeror and the USPTO will mutually resolve any delivery conflicts.

### **C.2.8 POST-AWARD OPERATIONAL CAPABILITIES DEMONSTRATION (OCD)**

The USPTO reserves the right to run an OCD. An OCD may be required following contract award and for the life of the contract to ensure that the offered equipment will operate in the USPTO environment. In the event that the proposed equipment does not meet the operational capabilities of the USPTO Information Technology environment, the USPTO reserves the right to require a substitution of the item(s).

### **C.3 SECTION 508 –AMERICAN DISABILITIES ACT**

On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, Public Law 105-220. Title IV of the Act is the Rehabilitation Act Amendments of 1998. Subsection 408(b) amended Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities. Although the final rules implementing Section 508 have not yet been fully promulgated in the FAR as of the date of the issuance of the RFP, when such regulations are fully promulgated, PTO will require the contractor to supply information technology which is fully compliant with Section 508.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGE MARKING**

All items are to be packed for domestic shipment to comply with standards and practices of the industry to ensure safe delivery without marks, scratches, dents or other damages. This packaging shall be such that shock and vibration incidental to shipping and handling will not affect the characteristics or factory settings of the components so as to ensure that field performance will be within specification tolerances after assembly and final adjustment. Shipping containers shall be plainly and substantially marked to show the contract number, delivery order number, configuration information, serial number, Contractor's name, and the name of the Contracting Officer's Technical Representative (COTR).

### **D.2 PACKING FOR DOMESTIC SHIPMENT**

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

### **D.3 LABELING**

All hardware CLINs except cables and internal boards shall contain a permanently affixed serial number and manufacturer's name and model, which shall be externally visible.

All delivery items for internal installation (e.g., boards and drives) shall be clearly marked with the manufacturer's name and model in accordance with manufacturer standards.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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 address: <http://www-far.npr.gov/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

### **E.2 INSPECTION AND ACCEPTANCE**

#### **E.2.1 APPLICATION**

Section E of the contract applies to all Information Technology (IT) equipment provided under the contract and its options, including all software, hardware, and firmware modifications, substitutions, additions, updates, replacements, improvements, revisions, from the date of contract award until the contract expires or is terminated. For orders specifying a fully-configured microcomputer, the microcomputers shall not be considered delivered and the acceptance procedure shall not begin until each and every delivery line item comprising the ordered microcomputer has been delivered.

#### **E.2.2 ACCEPTANCE**

Formal acceptance of the items ordered does not occur until certification of the invoice by the COTR.

#### **E.2.3 REJECTION**

All IT equipment procured under the contract shall arrive in good operating condition. In the event that a piece of equipment arrives at the USPTO in obviously damaged condition, the item will be rejected at the loading dock.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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 address: <http://www-far.npr.gov/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984

### F.2 DELIVERY

All equipment ordered under the contract shall be delivered within thirty (30) calendar days from issuance of the delivery order by the Contracting Officer unless an alternative delivery period is mutually agreed upon and provided for in the delivery order. The Offeror shall make delivery F.O.B. destination within consignee's premises. The delivery location shall be at the maintenance contractor's warehouse currently located in Alexandria, VA (subject to change). Receiving hours for deliveries are between 8:30 a.m. and 4:30 p.m., Eastern Standard Time, Monday through Friday, excluding U.S. Government holidays (subject to change). All deliveries shall be coordinated with the maintenance contractor's warehouse personnel.

### F.3 PERIOD OF PERFORMANCE

The period of performance of the contract shall be as follows (specific dates to be provided at time of contract award):

Base Year:	Effective date of the contract through 12 months thereafter
Option Year 1:	12 months (if exercised)
Option Year 2:	12 months (if exercised)
Option Year 3:	12 months (if exercised)
Option Year 4:	12 months (if exercised)

## **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.

NAME: (to be designated at contract award)  
ADDRESS: U.S. Patent and Trademark Office  
(to be designated at contract award)  
PHONE NO: (to be designated at contract award)

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.
- (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 INVOICING AND PAYMENT INSTRUCTIONS**

(a) For equipment delivered to the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

**U.S. Patent and Trademark Office  
Office of Finance, Box 17  
2011 Crystal Drive, Suite 802B  
Washington, DC 20231**

(b) A separate invoice shall be provided for each executed delivery order. To constitute a proper invoice, the invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and delivery order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific delivery order;
- (4) A copy of the Configuration Sheet provided with the original or modified delivery order;

- (5) Payment terms;
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- (7) The following statement shall be entered on the original of each invoice:

COTR's Certification

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

\_\_\_\_\_  
COTR

\_\_\_\_\_  
Date

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

**G.5 INVOICING/PAYMENT FREQUENCY**

The Contractor shall submit invoices on a monthly basis for delivery orders completed during the previous month.

**G.6 ELECTRONIC PAYMENT INFORMATION**

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

U.S. Patent and Trademark Office  
Office of Finance, Box 17  
2011 Crystal Drive, Suite 802B  
Washington, DC 20231

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

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 TYPE OF CONTRACT**

This is a Fixed-Price, Indefinite Delivery/Indefinite Quantity type contract, for one (1) base year and four (4) option years. Because market prices for commercially available off-the-shelf equipment fluctuate with changes in technology, the contract will require quarterly prospective price determinations and negotiations to ensure prices reflect the commercial marketplace (See also Section C.2.2.2).

### **H.2 ADVERTISING OF AWARD**

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

### **H.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- (a) The USPTO may extend the term of the contract by unilateral modification to the contract provided that the USPTO shall give the Contractor a preliminary written notice of its intent at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the USPTO exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of the contract, including the exercise of any options under this clause, shall not exceed five (5) years from the effective date of this contract.
- (d) The prices in effect at the time of the exercise of any option, including any quarterly price re-determinations, will be utilized in Section B of the newly exercised option.

### **H.4 OPTION FOR INCREASED QUANTITY**

The Government may increase the maximum quantities stated in Section B (see Attachment A) for any CLIN by up to 20% at the unit prices specified in Section B (see Attachment A).

Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

## **H.5 ORDERING PROCEDURES**

At a minimum, each delivery order will contain the following information: (1) contract, delivery order, and USPTO requisition numbers, (2) contract line item numbers, descriptions, contract unit prices and quantities, (3) required delivery date, (4) place of delivery, (5) accounting and appropriation data, if applicable, and (6) signature of a warranted Contracting Officer of the USPTO.

## **H.6 FEDERAL HOLIDAYS**

For information purposes, the following days are observed as Federal holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day
- Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

## **H.7 NO WAIVER OF DELIVERY SCHEDULE**

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of OCD submissions either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

(b) Any assistance rendered to the Contractor on the contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

## **H.8 ORGANIZATIONAL CONFLICT OF INTEREST**

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

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This

disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the USPTO may terminate the contract for default, debar the Contractor from USPTO contracting, or pursue such other remedies as may be permitted by law or the contract.

(d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

**H.9 ACCESS TO USPTO FACILITIES**

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

**H.10 KEY PERSONNEL**

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

<u>Labor Category</u>	<u>Name</u>
Project Manager	_____
Technical Specialist	_____

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.11 INSURANCE COVERAGE

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

- a. **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. **General Liability.** The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- 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.

## SECTION I - CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www-far.npr.gov/>

Clause	Title	Date
52.202-01	Definitions	October 1995
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-05	Material Requirements	August 2000
52.215-08	Order of Precedence—Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.217-08	Option To Extend Services	November 1999
52.219-06	Notice Of Total Small Business Set-Aside	July 1996
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	August 1996
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.223-06	Drug Free Workplace	January 1997
52.223-14	Toxic Chemical Release Reporting	October 1996
52.225-01	Buy American Act – Balance of Payments Program – Supplies	February 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-14	Rights in Data—General	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.232-8	Discounts for Prompt Payment	May 1997
52.232-25	Prompt Payment	June 1997
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996

52.242-13	Bankruptcy	July 1995
52.243-01	Changes--Fixed Price	August 1987
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	September 1996
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.253-01	Computer Generated Forms	January 1991

## I.2 ORDERING

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

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

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

## I.3 ORDER LIMITATIONS

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

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

(1) Any order for a single item in excess of than [See Schedule].

(2) Any order for a combination of items in excess of than [See Schedule]; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.4 INDEFINITE QUANTITY**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 30 days after the effective period of this contract.

## **SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT A - CLIN List

ATTACHMENT B - Salient Characteristics

## 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. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www-far.npr.gov/>

Clause	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991

### K.2 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.3 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

(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) above; 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) above \_\_\_\_\_ (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) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### **K.4 52.204-03 TAXPAYER IDENTIFICATION**

(a) Definitions.

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

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

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

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

- International organization per 26 CFR 1.6049-4;  
 Other \_\_\_\_\_.

(f) Common parent.

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

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### **K.5 52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER**

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer and in the space provided below, the annotation "DUNS" followed by the DUNS number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

DUNS NUMBER: \_\_\_\_\_

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the Offeror. For information on obtaining a DUNS number, the Offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The Offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an Offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

#### **K.6 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.7 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED  
OR PROPOSED FOR DEBARMENT.**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**K.8 52.215-06 PLACE OF PERFORMANCE**

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

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

Place of Performance Name and Address of Owner  
(Street Address, City, and Operator of the Plant  
State, County, Zip Code) or Facility if Other than Offeror or Respondent

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**K.9 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 42143 (SIC Code 5045).

(2) The small business size standard is 100.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

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

(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 of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(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.

#### **K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

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.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE**

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.12 52.222-21 PROHIBITION OF SEGREGATED FACILITIES**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K.13 52.223-01 CLEAN AIR AND WATER CERTIFICATION**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is \_\_\_\_\_, is not \_\_\_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.14 52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS 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

_____	_____
_____	_____
_____	_____

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www-far.npr.gov/>

Clause	Title	Date
52.211-06	Brand Name or Equal	August 1999
52.214-34	Submission Of Offers In The English Language	April 1991
52.214-35	Submission Of Offers In U.S. Currency	April 1991
52.215-01	Instructions to Offerors—Competitive Acquisition	February 2000
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

### L.2 INVITE AND RECEIVE OFFEROR 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.3 (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.3 PROPOSAL REQUIREMENTS

#### L.3.1 MANAGEMENT PLAN

The Management Plan shall not exceed twenty-five (25) pages in total inclusive of all Offeror attachments. A one (1) page executive summary (optional), the Audited and Certified Financial Statement, and Key Personnel resumes shall not be considered part of the total twenty-five (25) 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. Warranty plan including RMA policy, DOA policy, and lemon policy;
4. Delivery plan for large orders to a large metropolitan marketplace;
5. Technical resources and expertise necessary to provide support for equipment provided on the contract and to recommend technology upgrades and infusion of new products;

6. 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 (see Section H.10) and major subcontractor personnel necessary to accomplish the program. If teaming is to be used, Offeror shall describe the plan to manage the teaming arrangement and shall include copies of teaming agreements and key personnel resumes (each key personnel resume shall not exceed two (2) pages);
7. Corporate and financial resources including audited and certified financial statements. The Offeror shall provide 1999 or most current financial statements certified by independent auditors in accordance with generally accepted accounting principles and auditing standards.

### **L.3.2 PAST PERFORMANCE**

The Past Performance Statement shall not exceed seven (7) pages in total inclusive of all Offeror references. This description must include, at a minimum:

- 1) Experience in managing similar size requirements and delivering comparable product line;

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.

- 2) List of current or previous contracts;

The Offeror shall provide current points of contact (Contracting Officer and COTR), point of contacts' telephone 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 no more than six (6) Government and/or commercial contracts (three (3) most relevant and three (3) largest dollar).

#### **Note:**

- The USPTO reserves the right to determine which contracts submitted by the Offeror is relevant to the requirements and to contact 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 will not be considered.

### L.3.3 TECHNICAL

The Offeror shall provide original commercial documents such as OEM documents and brochures for all items listed in Attachment A (CLIN List). There is no page limit for this section.

### L.3.4 PRICE

This shall be a fixed-priced indefinite delivery, indefinite quantity (IDIQ) contract. Offerors shall only provide unit pricing for each CLIN listed in Attachment A and submit this with their proposal. Offerors shall not provide extended prices. Attachment A shall serve as a template for the price submission. Attachment A and any subsequent modifications to Attachment A will be located at the USPTO's Acquisition website at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>.

## L.4 SUBMISSION REQUIREMENTS

All proposal documents (excluding commercial documents) shall be submitted as outlined below:

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

One (1) original and two (2) copies of the proposal package shall each be accompanied by one (1) complete set of commercial documents.

Attachment A shall be submitted in both paper and electronic form.

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-1-01008 on the outside of the package.

All proposal documents shall be received **no later than 2:00 p.m., Eastern Standard Time (EST), Monday, April 16, 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: Todd Richards/52-PAPT-1-01008  
Office of Procurement  
Box 6  
Washington, DC 20231

**Handcarried, Courier, or Non-USPS Mail Service**

U.S. Patent and Trademark Office  
Attn: Todd Richards/52-PAPT-1-01008  
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.

**L.5 QUESTIONS AND RESPONSES**

All questions pertaining to the RFP shall be submitted electronically to [smart@uspto.gov](mailto:smart@uspto.gov). Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by April 5, 2001. Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

**L.6 INCUMBENT CONTRACTOR**

Dovala, Urbancsik, & Larson LLC  
3365 Miraloma Avenue, Suite 200  
Anaheim, CA 92806  
Contract Number: 50-PAPT-6-00041

**L.7 AGENCY-LEVEL PROTEST PROCEDURES**

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

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

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

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

## II. DEFINITIONS:

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

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

## III. PROCEDURES:

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

Ron Hack  
Acting Chief Information 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
- (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.8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

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

**L.9 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.10 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.11 AWARD WITHOUT DISCUSSIONS**

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

**L.12 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.13 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.14 AMENDMENTS TO PROPOSALS**

Amendments to proposals shall be submitted prior to the solicitation closing date as a complete revised proposal and labeled "Revised Proposal." Change pages will not be accepted.

**L.15 PERIOD FOR ACCEPTANCE OF OFFERS**

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 160 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.16 SUMMARY**

Offerors shall be responsible for accessing the web page, the Current Patent and Trademark Office Acquisition Projects page <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm> for any changes to the solicitation. All changes will be posted at this location. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the due date will not be considered for further evaluation.

In summary, Offerors are required to submit the following in response to the RFP:

- A. Management Plan (no more than 25 pages total)
- B. Past Performance Statement (no more than 7 pages total)
- C. Technical (no page limit)
- D. Price (each year shall be no more than 5 pages)
- E. Certifications and Representations (Section K)

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www-far.npr.gov/>

Clause	Title	Date
52.232-15	Progress Payments Not Included	Apr 1984

### M.2 SINGLE AWARD

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

### M.3 EVALUATION OF OPTIONS

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic (base year) requirement. Evaluation of options will not obligate the Government to exercise the options.

### M.4 UNBALANCED OFFERS

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

### M.5 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 options, contains the combination of management, past performance, technical, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of

management, past performance, and technical features with differences in price to the USPTO. USPTO shall determine what tradeoff among management, past performance, technical, and price promises the greatest value to the PTO.

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 mandatory requirements set forth in Sections C and J (Attachments A and B)
- ◆ Provides the best overall value to the PTO as represented by a combination of management, past performance, technical, and price factors

**The PTO 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.6 EVALUATION PROCEDURES**

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the RFP.

**Factors A and B are of equal importance. Factors A and B are each more important than C. Factors A, B, and C when combined are significantly more important than Factor D.**

### **M.6.1 FACTOR A - MANAGEMENT PLAN**

The management evaluation will assess the Offeror's ability to provide and manage the full range of production, delivery, contract, and program management activities necessary to perform the contract successfully. USPTO will evaluate the following:

1. Specific management plan for the contract including any applicable teaming arrangements and key personnel;
2. Warranty plan including RMA policy, DOA policy, lemon policy, and term of warranty;
3. Delivery plan for large orders to a large metropolitan marketplace;
4. Technical resources and expertise necessary to provide support for equipment provided on the contract and to recommend technology upgrades and infusion of new products;
5. Corporate and financial resources including lines of credit, bank references, audited and certified financial statements.

## **M.6.2 FACTOR B - 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.
3. The USPTO will also evaluate customer satisfaction with individual aspects of the program, including product compliance with requirements, on time delivery, integration effectiveness, quality and timeliness of warranty service, and recall and repair rates.

## **M.6.3 FACTOR C - TECHNICAL REVIEW**

Offerors will be evaluated on a Pass/Fail basis for this evaluation factor. The USPTO will evaluate the degree of commerciality (within the U.S. marketplace only) of offered products listed in Attachment A, CLIN List. The USPTO will review proposed products for characteristics that satisfy the minimum salient characteristics listed in Attachment B, Salient Characteristics. Any proposal that contains equipment that is not commercially available in the United States or does not meet the minimum salient characteristics listed in Attachment B will be removed from consideration.

## **M.6.4 FACTOR D - PRICE**

The USPTO will evaluate the Offeror's proposal and pricing of all CLIN items listed in Attachment A. The price proposal 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 Attachment A, CLIN List. The USPTO will conduct a price analysis to determine that prices are reasonable and realistic with relation to the current marketplace. The Project Team will assess the proposal for any additional charges such as additional warranty charges, or service and processing fees.

## **M.7 MAKE "BEST VALUE" DETERMINATION AND AWARD CONTRACT**

The USPTO will make a best value determination across all Offerors' proposals. In making this determination, the USPTO is more concerned with obtaining superior management, past performance

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

**ATTACHMENT A - CLIN LIST**  
Solicitation #52-PAPT-1-01008

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## Base Year

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Base Year Minimum	Base Year Maximum	UNIT PRICE
<b>1</b>	<b>Desktop</b>	100	4500	
001A	Micron Client Pro, 933MHz			
<b>2</b>	<b>Laptop</b>	1	1200	
002A	Dell Inspiron 8000, 850 MHz			
002B	Advanced Port Replicator			
<b>3</b>	<b>Palmtop</b>	1	1000	
003A	Palm Vx Handheld - P/N 3C80401U			
003AB	PalmModem® AC Adapter - P/N 10202U			
003AC	PalmConnect® USB Kit - P/N 3C90201U			
003AD	Palm™ V Travel Kit - P/N 10413U			
<b>4</b>	<b>Monitors</b>	25	4500	
004A	ViewSonic VP-181 Flat-Panel Monitor			
004B	CTX PR-711F Video Monitor - 17"			
004C	Hitachi 813 Plus High Resolution Video Monitor – 21"			
<b>5</b>	<b>Internal Drives</b>	1	1000	
005A	IBM UltraStar 18.2GB SCSI hard drive			
005B	Toshiba SD-M1401 DVD, Internal			
005C	lomega 250MB internal IDE Zip drive Model 11113			
005D	lomega V2000SI internal SCSI Jaz 2GB Model 13046			
005E	HP 9600si CD re-writer – internal SCSI, includes mastering Software			
<b>6</b>	<b>Other Internal Components (Includes required software and/or drivers)</b>	0	200	
006A	Intel Pro 100+ Network Interface Card			
006B	Adaptec AHA-3940 AUW Ultra SCSI-3 Interface, Dual Channel			
<b>7</b>	<b>Memory Expansion</b>	0	1000	
007A	HP/C4137A 16 MB EDO DRAM DIMM for CLIN 009A /009B/009C/009D			
007B	HP/C7845A LaserJet 32MB SDRAM DIMM Memory for CLIN 009D			
<b>8</b>	<b>External Peripherals</b>	0	20	
008A	NSM Mercury 20 DVD Jukebox, 2 Drive			
008B	CD International CDS 7000 "The Captain" DVD Tower w/14 SCSI DVD drives			
<b>9</b>	<b>Printers and Accessories</b>	10	2500	
009A	Hewlett Packard 1100Axi Laser Printer with 18MB memory			
009B	Hewlett Packard 2100M Laser Printer			
009C	Hewlett-Packard 4050 Laser Printer with 8MB memory			
009D	Hewlett-Packard LaserJet 8000DN Network Laser Printer with 64MB memory			
009E	2000 Sheet Feeder, HP C4781A, for CLIN 009D			
009F	Ithaca 93plus series check reader printer P/N ITH-93S-DV db9 female to db9 female serial cable - <b>Mandatory Brand</b>			
<b>10</b>	<b>Input Devices</b>	0	4500	
010A	Microsoft Ergonomic Natural Keyboard Elite			
010B	Microsoft IntelliMouse Enhanced 3 Button Symmetrical Mouse			
<b>11</b>	<b>Anti-Glare Screens</b>	0	4500	
011A	Anti-Glare Screen to fit CLIN003B			
011B	Anti-Glare Screen to fit CLIN003C			
<b>12</b>	<b>Scanners</b>	0	100	
012A	Hewlett Packard 6300C Flatbed Scanner			
<b>13</b>	<b>Bar Code Products – Mandatory Brand - Welch Allyn and Specific Model</b>	0	1000	

## Base Year

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Base Year Minimum	Base Year Maximum	UNIT PRICE
013A	Welch Allyn Bar Code Products Bar Code Reader			
013B	ST8300 – Check Reader with Serial Aux. Port. Scanner Port & 2 Track Magnetic Stripe Reader P/N 8300-2112			
013C	IT3800-Decoded Image Scanner with ATO included P/N 3800LR-12			
013D	IT3800-Non-Decoded Image Scanner with ATO included P/N 3800LR-10			
013E	Holder – Wall or Desktop Holder (3800) P/N 38HOLDER			
013F	Scanner Cable – Decoded Out to Check Reader P/N 42204606-01			
013G	Scanner Cable – Decoded Laser to PC via Y Wedge Either 5 Pin DIN or 6 Pin Mini-DIN P/N 42204868-09			
013H	Scanner -Cable-Decoded Scanner to 9 Pin Serial (Requires Power Adapter) P/N 42203758-04			
013I	Power Adapter-Power Adapter for RS-232 P/N PCPOWER/MD4			
013J	Scanner Cable – HHLC Manual to Check Reader P/N 42204294-01			
013K	Scanner Cable – HHCL Auto-Trigger to Check Reader P/N 42205217-01			
013L	Scanner Cable-Laser to PC via PS-2 Wedge Cable P/N 42204062-03			
013M	Check Reader Cable-Check Reader to PC via PS-2 Mini-DIN P/N 42205021-01			
013N	Image Stand-Hands Free Stand (3800LR-10 and 3800LR-12 P/N UNISTAND			
013O	Scanner Cable –3800LR-10 to 8300 Check Reader P/N 42205978-01			
013P	Scanner Cable – 3800LR-12 to ST1200 (WandEmPwrPIN4) P/N 42203764-01			
013Q	Scanner Cable – 3800LR-10 to ST1200/ST8300 (PwrPIN4) 42204884-01			
	<b>TOTAL FOR ALL ITEMS</b>			

<sup>1</sup> Mandatory Brand Name items are specified due to the U.S. Patent and Trademark campus networked operating environment. Because of the manner that the USPTO deploys software updates, new packages, and deletions campus wide to all workstations certain variables must be controlled. Also, because of some software hard coding to existing network devices or server based applications changes must be strictly monitored. To severely limit any changes to driver(s) or coding that would be required by changing the referenced item, the brand specificity will be strictly adhered to.

<sup>2</sup> Brand name, equal to, or better than items. Salient characteristics for all CLIN items are listed following the pricing chart.

<sup>3</sup> When completing the CLIN list, Offerors shall insert the item description for proposed products within the corresponding cells for the equivalent CLINs if offering an alternate item. When completed, the Offeror's CLIN list including CLIN numbers and corresponding item descriptions shall follow the same order as the original CLIN list. Submissions not following this format shall be considered non-compliant.

**Notes:**

1. All hardware, software, and firmware provided under the contract shall be commercially available in the US marketplace, off-the-shelf (COTS), and in current production. This means that items offered by the Contractor have been: (1) formally announced for marketing purposes on or before the closing date of the solicitation, (2) may be demonstrated during evaluation of proposals to validate that the items meet the requirements of this specification (brand name or better as specified on CLIN list), and (3) can be provided according to the delivery requirements of the solicitation and the resulting contract.

2. On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, Public Law 105-220. Title IV of the Act is the Rehabilitation Act Amendments of 1998. Subsection 408(b) amended section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities. Although the final rule implementing section 508 have not yet been fully promulgated in the FAR as of the date of the issuance of the RFP, when such regulations are fully implemented, PTO will require the contractor to supply information technology which is fully compliant with Section 508.

## OPTION YEAR 1

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Option Year 1 Minimum	Option Year 1 Maximum	UNIT PRICE
<b>1</b>	<b>Desktop</b>	100	4700	
001A	Micron Client Pro, 933MHz			
<b>2</b>	<b>Laptop</b>	1	1400	
002A	Dell Inspiron 8000, 850 MHz			
002B	Advanced Port Replicator			
<b>3</b>	<b>Palmtop</b>	1	1200	
003A	Palm Vx Handheld - P/N 3C80401U			
003AB	PalmModem® AC Adapter - P/N 10202U			
003AC	PalmConnect® USB Kit - P/N 3C90201U			
003AD	Palm™ V Travel Kit - P/N 10413U			
<b>4</b>	<b>Monitors</b>	25	4700	
004A	ViewSonic VP-181 Flat-Panel Monitor			
004B	CTX PR-711F Video Monitor - 17"			
004C	Hitachi 813 Plus High Resolution Video Monitor – 21"			
<b>5</b>	<b>Internal Drives</b>	1	1000	
005A	IBM UltraStar 18.2GB SCSI hard drive			
005B	Toshiba SD-M1401 DVD, Internal			
005C	lomega 250MB internal IDE Zip drive Model 11113			
005D	lomega V2000SI internal SCSI Jaz 2GB Model 13046			
005E	HP 9600si CD re-writer – internal SCSI, includes mastering Software			
<b>6</b>	<b>Other Internal Components (Includes required software and/or drivers)</b>	0	200	
006A	Intel Pro 100+ Network Interface Card			
006B	Adaptec AHA-3940 AUW Ultra SCSI-3 Interface, Dual Channel			
<b>7</b>	<b>Memory Expansion</b>	0	1000	
007A	HP/C4137A 16 MB EDO DRAM DIMM for CLIN 009A /009B/009C/009D			
007B	HP/C7845A LaserJet 32MB SDRAM DIMM Memory for CLIN 009D			
<b>8</b>	<b>External Peripherals</b>	0	20	
008A	NSM Mercury 20 DVD Jukebox, 2 Drive			
008B	CD International CDS 7000 "The Captain" DVD Tower w/14 SCSI DVD drives			
<b>9</b>	<b>Printers and Accessories</b>	10	4700	
009A	Hewlett Packard 1100Axi Laser Printer with 18MB memory			
009B	Hewlett Packard 2100M Laser Printer			
009C	Hewlett-Packard 4050 Laser Printer with 8MB memory			
009D	Hewlett-Packard LaserJet 8000DN Network Laser Printer with 64MB memory			
009E	2000 Sheet Feeder, HP C4781A, for CLIN 009D			
009F	Ithaca 93plus series check reader printer P/N ITH-93S-DV db9 female to db9 female serial cable - <b>Mandatory Brand</b>			
<b>10</b>	<b>Input Devices</b>	0	4700	
010A	Microsoft Ergonomic Natural Keyboard Elite			
010B	Microsoft IntelliMouse Enhanced 3 Button Symmetrical Mouse			
<b>11</b>	<b>Anti-Glare Screens</b>	0	4700	
011A	Anti-Glare Screen to fit CLIN003B			
011B	Anti-Glare Screen to fit CLIN003C			
<b>12</b>	<b>Scanners</b>	0	100	
012A	Hewlett Packard 6300C Flatbed Scanner			
<b>13</b>	<b>Bar Code Products – Mandatory Brand - Welch Allyn and Specific Model</b>	0	1000	

## OPTION YEAR 1

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Option Year 1 Minimum	Option Year 1 Maximum	UNIT PRICE
013A	Welch Allyn Bar Code Products Bar Code Reader			
013B	ST8300 – Check Reader with Serial Aux. Port. Scanner Port & 2 Track Magnetic Stripe Reader P/N 8300-2112			
013C	IT3800-Decoded Image Scanner with ATO included P/N 3800LR-12			
013D	IT3800-Non-Decoded Image Scanner with ATO included P/N 3800LR-10			
013E	Holder – Wall or Desktop Holder (3800) P/N 38HOLDER			
013F	Scanner Cable – Decoded Out to Check Reader P/N 42204606-01			
013G	Scanner Cable – Decoded Laser to PC via Y Wedge Either 5 Pin DIN or 6 Pin Mini-DIN P/N 42204868-09			
013H	Scanner -Cable-Decoded Scanner to 9 Pin Serial (Requires Power Adapter) P/N 42203758-04			
013I	Power Adapter-Power Adapter for RS-232 P/N PCPOWER/MD4			
013J	Scanner Cable – HHLC Manual to Check Reader P/N 42204294-01			
013K	Scanner Cable – HHCL Auto-Trigger to Check Reader P/N 42205217-01			
013L	Scanner Cable-Laser to PC via PS-2 Wedge Cable P/N 42204062-03			
013M	Check Reader Cable-Check Reader to PC via PS-2 Mini-DIN P/N 42205021-01			
013N	Image Stand-Hands Free Stand (3800LR-10 and 3800LR-12 P/N UNISTAND			
013O	Scanner Cable –3800LR-10 to 8300 Check Reader P/N 42205978-01			
013P	Scanner Cable – 3800LR-12 to ST1200 (WandEmPwrPIN4) P/N 42203764-01			
013Q	Scanner Cable – 3800LR-10 to ST1200/ST8300 (PwrPIN4) 42204884-01			
	<b>TOTAL FOR ALL ITEMS</b>			

<sup>1</sup> Mandatory Brand Name items are specified due to the U.S. Patent and Trademark campus networked operating environment. Because of the manner that the USPTO deploys software updates, new packages, and deletions campus wide to all workstations certain variables must be controlled. Also, because of some software hard coding to existing network devices or server based applications changes must be strictly monitored. To severely limit any changes to driver(s) or coding that would be required by changing the referenced item, the brand specificity will be strictly adhered to.

<sup>2</sup> Brand name , equal to, or better than items. Salient characteristics for all CLIN items are listed following the pricing chart.

<sup>3</sup> When completing the CLIN list, Offerors shall insert the item description for proposed products within the corresponding cells for the equivalent CLINs if offering an alternate item. When completed, the Offeror's CLIN list including CLIN numbers and corresponding item descriptions shall follow the same order as the original CLIN list. Submissions not following this format shall be considered non-compliant.

**Notes:**

1. All hardware, software, and firmware provided under the contract shall be commercially available in the US marketplace, off-the-shelf (COTS), and in current production. This means that items offered by the Contractor have been: (1) formally announced for marketing purposes on or before the closing date of the solicitation, (2) may be demonstrated during evaluation of proposals to validate that the items meet the requirements of this specification (brand name or better as specified on CLIN list), and (3) can be provided according to the delivery requirements of the solicitation and the resulting contract.

2. On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, Public Law 105-220. Title IV of the Act is the Rehabilitation Act Amendments of 1998. Subsection 408(b) amended section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities. Although the final rule implementing section 508 have not yet been fully promulgated in the FAR as of the date of the issuance of the RFP, when such regulations are fully implemented, PTO will require the contractor to supply information technology which is fully compliant with Section 508.

## OPTION YEAR 2

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Option Year 2 Minimum	Option Year 2 Maximum	UNIT PRICE
<b>1</b>	<b>Desktop</b>	100	4900	
001A	Micron Client Pro, 933MHz			
<b>2</b>	<b>Laptop</b>	1	1600	
002A	Dell Inspiron 8000, 850 MHz			
002B	Advanced Port Replicator			
<b>3</b>	<b>Palmtop</b>	1	1400	
003A	Palm Vx Handheld - P/N 3C80401U			
003AB	PalmModem® AC Adapter - P/N 10202U			
003AC	PalmConnect® USB Kit - P/N 3C90201U			
003AD	Palm™ V Travel Kit - P/N 10413U			
<b>4</b>	<b>Monitors</b>	25	4900	
004A	ViewSonic VP-181 Flat-Panel Monitor			
004B	CTX PR-711F Video Monitor - 17"			
004C	Hitachi 813 Plus High Resolution Video Monitor – 21"			
<b>5</b>	<b>Internal Drives</b>	1	1000	
005A	IBM UltraStar 18.2GB SCSI hard drive			
005B	Toshiba SD-M1401 DVD, Internal			
005C	lomega 250MB internal IDE Zip drive Model 11113			
005D	lomega V2000SI internal SCSI Jaz 2GB Model 13046			
005E	HP 9600si CD re-writer – internal SCSI, includes mastering Software			
<b>6</b>	<b>Other Internal Components (Includes required software and/or drivers)</b>	0	200	
006A	Intel Pro 100+ Network Interface Card			
006B	Adaptec AHA-3940 AUW Ultra SCSI-3 Interface, Dual Channel			
<b>7</b>	<b>Memory Expansion</b>	0	1000	
007A	HP/C4137A 16 MB EDO DRAM DIMM for CLIN 009A /009B/009C/009D			
007B	HP/C7845A LaserJet 32MB SDRAM DIMM Memory for CLIN 009D			
<b>8</b>	<b>External Peripherals</b>	0	20	
008A	NSM Mercury 20 DVD Jukebox, 2 Drive			
008B	CD International CDS 7000 "The Captain" DVD Tower w/14 SCSI DVD drives			
<b>9</b>	<b>Printers and Accessories</b>	10	4900	
009A	Hewlett Packard 1100Axi Laser Printer with 18MB memory			
009B	Hewlett Packard 2100M Laser Printer			
009C	Hewlett-Packard 4050 Laser Printer with 8MB memory			
009D	Hewlett-Packard LaserJet 8000DN Network Laser Printer with 64MB memory			
009E	2000 Sheet Feeder, HP C4781A, for CLIN 009D			
009F	Ithaca 93plus series check reader printer P/N ITH-93S-DV db9 female to db9 female serial cable - <b>Mandatory Brand</b>			
<b>10</b>	<b>Input Devices</b>	0	4900	
010A	Microsoft Ergonomic Natural Keyboard Elite			
010B	Microsoft IntelliMouse Enhanced 3 Button Symmetrical Mouse			
<b>11</b>	<b>Anti-Glare Screens</b>	0	4900	
011A	Anti-Glare Screen to fit CLIN003B			
011B	Anti-Glare Screen to fit CLIN003C			
<b>12</b>	<b>Scanners</b>	0	100	
012A	Hewlett Packard 6300C Flatbed Scanner			
<b>13</b>	<b>Bar Code Products – Mandatory Brand - Welch Allyn and Specific Model</b>	0	1000	

## OPTION YEAR 2

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Option Year 2 Minimum	Option Year 2 Maximum	UNIT PRICE
013A	Welch Allyn Bar Code Products Bar Code Reader			
013B	ST8300 – Check Reader with Serial Aux. Port. Scanner Port & 2 Track Magnetic Stripe Reader P/N 8300-2112			
013C	IT3800-Decoded Image Scanner with ATO included P/N 3800LR-12			
013D	IT3800-Non-Decoded Image Scanner with ATO included P/N 3800LR-10			
013E	Holder – Wall or Desktop Holder (3800) P/N 38HOLDER			
013F	Scanner Cable – Decoded Out to Check Reader P/N 42204606-01			
013G	Scanner Cable – Decoded Laser to PC via Y Wedge Either 5 Pin DIN or 6 Pin Mini-DIN P/N 42204868-09			
013H	Scanner -Cable-Decoded Scanner to 9 Pin Serial (Requires Power Adapter) P/N 42203758-04			
013I	Power Adapter-Power Adapter for RS-232 P/N PCPOWER/MD4			
013J	Scanner Cable – HHLC Manual to Check Reader P/N 42204294-01			
013K	Scanner Cable – HHCL Auto-Trigger to Check Reader P/N 42205217-01			
013L	Scanner Cable-Laser to PC via PS-2 Wedge Cable P/N 42204062-03			
013M	Check Reader Cable-Check Reader to PC via PS-2 Mini-DIN P/N 42205021-01			
013N	Image Stand-Hands Free Stand (3800LR-10 and 3800LR-12 P/N UNISTAND			
013O	Scanner Cable –3800LR-10 to 8300 Check Reader P/N 42205978-01			
013P	Scanner Cable – 3800LR-12 to ST1200 (WandEmPwrPIN4) P/N 42203764-01			
013Q	Scanner Cable – 3800LR-10 to ST1200/ST8300 (PwrPIN4) 42204884-01			
	<b>TOTAL FOR ALL ITEMS</b>			

<sup>1</sup> Mandatory Brand Name items are specified due to the U.S. Patent and Trademark campus networked operating environment. Because of the manner that the USPTO deploys software updates, new packages, and deletions campus wide to all workstations certain variables must be controlled. Also, because of some software hard coding to existing network devices or server based applications changes must be strictly monitored. To severely limit any changes to driver(s) or coding that would be required by changing the referenced item, the brand specificity will be strictly adhered to.

<sup>2</sup> Brand name, equal to, or better than items. Salient characteristics for all CLIN items are listed following the pricing chart.

<sup>3</sup> When completing the CLIN list, Offerors shall insert the item description for proposed products within the corresponding cells for the equivalent CLINs if offering an alternate item. When completed, the Offeror's CLIN list including CLIN numbers and corresponding item descriptions shall follow the same order as the original CLIN list. Submissions not following this format shall be considered non-compliant.

**Notes:**

1. All hardware, software, and firmware provided under the contract shall be commercially available in the US marketplace, off-the-shelf (COTS), and in current production. This means that items offered by the Contractor have been: (1) formally announced for marketing purposes on or before the closing date of the solicitation, (2) may be demonstrated during evaluation of proposals to validate that the items meet the requirements of this specification (brand name or better as specified on CLIN list), and (3) can be provided according to the delivery requirements of the solicitation and the resulting contract.

2. On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, Public Law 105-220. Title IV of the Act is the Rehabilitation Act Amendments of 1998. Subsection 408(b) amended section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities. Although the final rule implementing section 508 have not yet been fully promulgated in the FAR as of the date of the issuance of the RFP, when such regulations are fully implemented, PTO will require the contractor to supply information technology which is fully compliant with Section 508.

### OPTION YEAR 3

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Option Year 3 Minimum	Option Year 3 Maximum	UNIT PRICE
<b>1</b>	<b>Desktop</b>	100	5100	
001A	Micron Client Pro, 933MHz			
<b>2</b>	<b>Laptop</b>	1	1800	
002A	Dell Inspiron 8000, 850 MHz			
002B	Advanced Port Replicator			
<b>3</b>	<b>Palmtop</b>	1	1600	
003A	Palm Vx Handheld - P/N 3C80401U			
003AB	PalmModem® AC Adapter - P/N 10202U			
003AC	PalmConnect® USB Kit - P/N 3C90201U			
003AD	Palm™ V Travel Kit - P/N 10413U			
<b>4</b>	<b>Monitors</b>	25	5100	
004A	ViewSonic VP-181 Flat-Panel Monitor			
004B	CTX PR-711F Video Monitor - 17"			
004C	Hitachi 813 Plus High Resolution Video Monitor – 21"			
<b>5</b>	<b>Internal Drives</b>	1	1000	
005A	IBM UltraStar 18.2GB SCSI hard drive			
005B	Toshiba SD-M1401 DVD, Internal			
005C	lomega 250MB internal IDE Zip drive Model 11113			
005D	lomega V2000SI internal SCSI Jaz 2GB Model 13046			
005E	HP 9600si CD re-writer – internal SCSI, includes mastering Software			
<b>6</b>	<b>Other Internal Components (Includes required software and/or drivers)</b>	0	200	
006A	Intel Pro 100+ Network Interface Card			
006B	Adaptec AHA-3940 AUW Ultra SCSI-3 Interface, Dual Channel			
<b>7</b>	<b>Memory Expansion</b>	0	1000	
007A	HP/C4137A 16 MB EDO DRAM DIMM for CLIN 009A /009B/009C/009D			
007B	HP/C7845A LaserJet 32MB SDRAM DIMM Memory for CLIN 009D			
<b>8</b>	<b>External Peripherals</b>	0	20	
008A	NSM Mercury 20 DVD Jukebox, 2 Drive			
008B	CD International CDS 7000 "The Captain" DVD Tower w/14 SCSI DVD drives			
<b>9</b>	<b>Printers and Accessories</b>	10	5100	
009A	Hewlett Packard 1100Axi Laser Printer with 18MB memory			
009B	Hewlett Packard 2100M Laser Printer			
009C	Hewlett-Packard 4050 Laser Printer with 8MB memory			
009D	Hewlett-Packard LaserJet 8000DN Network Laser Printer with 64MB memory			
009E	2000 Sheet Feeder, HP C4781A, for CLIN 009D			
009F	Ithaca 93plus series check reader printer P/N ITH-93S-DV db9 female to db9 female serial cable - <b>Mandatory Brand</b>			
<b>10</b>	<b>Input Devices</b>	0	5100	
010A	Microsoft Ergonomic Natural Keyboard Elite			
010B	Microsoft IntelliMouse Enhanced 3 Button Symmetrical Mouse			
<b>11</b>	<b>Anti-Glare Screens</b>	0	5100	
011A	Anti-Glare Screen to fit CLIN003B			
011B	Anti-Glare Screen to fit CLIN003C			
<b>12</b>	<b>Scanners</b>	0	100	
012A	Hewlett Packard 6300C Flatbed Scanner			
<b>13</b>	<b>Bar Code Products – Mandatory Brand - Welch Allyn and Specific Model</b>	0	1000	

### OPTION YEAR 3

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Option Year 3 Minimum	Option Year 3 Maximum	UNIT PRICE
013A	Welch Allyn Bar Code Products Bar Code Reader			
013B	ST8300 – Check Reader with Serial Aux. Port. Scanner Port & 2 Track Magnetic Stripe Reader P/N 8300-2112			
013C	IT3800-Decoded Image Scanner with ATO included P/N 3800LR-12			
013D	IT3800-Non-Decoded Image Scanner with ATO included P/N 3800LR-10			
013E	Holder – Wall or Desktop Holder (3800) P/N 38HOLDER			
013F	Scanner Cable – Decoded Out to Check Reader P/N 42204606-01			
013G	Scanner Cable – Decoded Laser to PC via Y Wedge Either 5 Pin DIN or 6 Pin Mini-DIN P/N 42204868-09			
013H	Scanner -Cable-Decoded Scanner to 9 Pin Serial (Requires Power Adapter) P/N 42203758-04			
013I	Power Adapter-Power Adapter for RS-232 P/N PCPOWER/MD4			
013J	Scanner Cable – HHLC Manual to Check Reader P/N 42204294-01			
013K	Scanner Cable – HHCL Auto-Trigger to Check Reader P/N 42205217-01			
013L	Scanner Cable-Laser to PC via PS-2 Wedge Cable P/N 42204062-03			
013M	Check Reader Cable-Check Reader to PC via PS-2 Mini-DIN P/N 42205021-01			
013N	Image Stand-Hands Free Stand (3800LR-10 and 3800LR-12 P/N UNISTAND			
013O	Scanner Cable –3800LR-10 to 8300 Check Reader P/N 42205978-01			
013P	Scanner Cable – 3800LR-12 to ST1200 (WandEmPwrPIN4) P/N 42203764-01			
013Q	Scanner Cable – 3800LR-10 to ST1200/ST8300 (PwrPIN4) 42204884-01			
	<b>TOTAL FOR ALL ITEMS</b>			

<sup>1</sup> Mandatory Brand Name items are specified due to the U.S. Patent and Trademark campus networked operating environment. Because of the manner that the USPTO deploys software updates, new packages, and deletions campus wide to all workstations certain variables must be controlled. Also, because of some software hard coding to existing network devices or server based applications changes must be strictly monitored. To severely limit any changes to driver(s) or coding that would be required by changing the referenced item, the brand specificity will be strictly adhered to.

<sup>2</sup> Brand name , equal to, or better than items. Salient characteristics for all CLIN items are listed following the pricing chart.

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**Notes:**

1. All hardware, software, and firmware provided under the contract shall be commercially available in the US marketplace, off-the-shelf (COTS), and in current production. This means that items offered by the Contractor have been: (1) formally announced for marketing purposes on or before the closing date of the solicitation, (2) may be demonstrated during evaluation of proposals to validate that the items meet the requirements of this specification (brand name or better as specified on CLIN list), and (3) can be provided according to the delivery requirements of the solicitation and the resulting contract.

2. On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, Public Law 105-220. Title IV of the Act is the Rehabilitation Act Amendments of 1998. Subsection 408(b) amended section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities. Although the final rule implementing section 508 have not yet been fully promulgated in the FAR as of the date of the issuance of the RFP, when such regulations are fully implemented, PTO will require the contractor to supply information technology which is fully compliant with Section 508.

## OPTION YEAR 4

Except where noted as Mandatory Brand<sup>1</sup>, items specified with a brand name are considered Brand Name or Equal/Better.<sup>2</sup> Salient characteristics for all CLIN items are listed following the pricing chart.

CLIN	ITEM DESCRIPTION <sup>3</sup>	Option Year 4 Minimum	Option Year 4 Maximum	UNIT PRICE
<b>1</b>	<b>Desktop</b>	100	5300	
001A	Micron Client Pro, 933MHz			
<b>2</b>	<b>Laptop</b>	1	2000	
002A	Dell Inspiron 8000, 850 MHz			
002B	Advanced Port Replicator			
<b>3</b>	<b>Palmtop</b>	1	1800	
003A	Palm Vx Handheld - P/N 3C80401U			
003AB	PalmModem@ AC Adapter - P/N 10202U			
003AC	PalmConnect@ USB Kit - P/N 3C90201U			
003AD	Palm™ V Travel Kit - P/N 10413U			
<b>4</b>	<b>Monitors</b>	25	5300	
004A	ViewSonic VP-181 Flat-Panel Monitor			
004B	CTX PR-711F Video Monitor - 17"			
004C	Hitachi 813 Plus High Resolution Video Monitor – 21"			
<b>5</b>	<b>Internal Drives</b>	1	1000	
005A	IBM UltraStar 18.2GB SCSI hard drive			
005B	Toshiba SD-M1401 DVD, Internal			
005C	Imomega 250MB internal IDE Zip drive Model 11113			
005D	Imomega V2000SI internal SCSI Jaz 2GB Model 13046			
005E	HP 9600si CD re-writer – internal SCSI, includes mastering Software			
<b>6</b>	<b>Other Internal Components (Includes required software and/or drivers)</b>	0	200	
006A	Intel Pro 100+ Network Interface Card			
006B	Adaptec AHA-3940 AUW Ultra SCSI-3 Interface, Dual Channel			
<b>7</b>	<b>Memory Expansion</b>	0	1000	
007A	HP/C4137A 16 MB EDO DRAM DIMM for CLIN 009A /009B/009C/009D			
007B	HP/C7845A LaserJet 32MB SDRAM DIMM Memory for CLIN 009D			
<b>8</b>	<b>External Peripherals</b>	0	20	
008A	NSM Mercury 20 DVD Jukebox, 2 Drive			
008B	CD International CDS 7000 "The Captain" DVD Tower w/14 SCSI DVD drives			
<b>9</b>	<b>Printers and Accessories</b>	10	5300	
009A	Hewlett Packard 1100Axi Laser Printer with 18MB memory			
009B	Hewlett Packard 2100M Laser Printer			
009C	Hewlett-Packard 4050 Laser Printer with 8MB memory			
009D	Hewlett-Packard LaserJet 8000DN Network Laser Printer with 64MB memory			
009E	2000 Sheet Feeder, HP C4781A, for CLIN 009D			
009F	Ithaca 93plus series check reader printer P/N ITH-93S-DV db9 female to db9 female serial cable - <b>Mandatory Brand</b>			
<b>10</b>	<b>Input Devices</b>	0	5300	
010A	Microsoft Ergonomic Natural Keyboard Elite			
010B	Microsoft IntelliMouse Enhanced 3 Button Symmetrical Mouse			
<b>11</b>	<b>Anti-Glare Screens</b>	0	5300	
011A	Anti-Glare Screen to fit CLIN003B			
011B	Anti-Glare Screen to fit CLIN003C			
<b>12</b>	<b>Scanners</b>	0	100	
012A	Hewlett Packard 6300C Flatbed Scanner			
<b>13</b>	<b>Bar Code Products – Mandatory Brand - Welch Allyn and Specific Model</b>	0	1000	

## OPTION YEAR 4

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013D	IT3800-Non-Decoded Image Scanner with ATO included P/N 3800LR-10			
013E	Holder – Wall or Desktop Holder (3800) P/N 38HOLDER			
013F	Scanner Cable – Decoded Out to Check Reader P/N 42204606-01			
013G	Scanner Cable – Decoded Laser to PC via Y Wedge Either 5 Pin DIN or 6 Pin Mini-DIN P/N 42204868-09			
013H	Scanner -Cable-Decoded Scanner to 9 Pin Serial (Requires Power Adapter) P/N 42203758-04			
013I	Power Adapter-Power Adapter for RS-232 P/N PCPOWER/MD4			
013J	Scanner Cable – HHLC Manual to Check Reader P/N 42204294-01			
013K	Scanner Cable – HHCL Auto-Trigger to Check Reader P/N 42205217-01			
013L	Scanner Cable-Laser to PC via PS-2 Wedge Cable P/N 42204062-03			
013M	Check Reader Cable-Check Reader to PC via PS-2 Mini-DIN P/N 42205021-01			
013N	Image Stand-Hands Free Stand (3800LR-10 and 3800LR-12 P/N UNISTAND			
013O	Scanner Cable –3800LR-10 to 8300 Check Reader P/N 42205978-01			
013P	Scanner Cable – 3800LR-12 to ST1200 (WandEmPwrPIN4) P/N 42203764-01			
013Q	Scanner Cable – 3800LR-10 to ST1200/ST8300 (PwrPIN4) 42204884-01			
	<b>TOTAL FOR ALL ITEMS</b>			

<sup>1</sup> Mandatory Brand Name items are specified due to the U.S. Patent and Trademark campus networked operating environment. Because of the manner that the USPTO deploys software updates, new packages, and deletions campus wide to all workstations certain variables must be controlled. Also, because of some software hard coding to existing network devices or server based applications changes must be strictly monitored. To severely limit any changes to driver(s) or coding that would be required by changing the referenced item, the brand specificity will be strictly adhered to.

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**ATTACHMENT B - SALIENT CHARACTERISTICS**

Solicitation #52-PAPT-1-01008

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**CLIN 001A - Micron Client Pro, 933MHz:**

<b>Item</b>	<b>Brand/Model</b>	<b>Minimum Salient Characteristic(s)</b>	
Case		Mini-tower Screwless entry	
Expansion Bays		7 bays 2 external 5.25" 3 external 3.5" 2 internal 1"	
Power Supply		250 watts	
Expansion Slots		5 each PCI 1 each 4x AGP	
Communication Ports		1 each serial 1 each parallel 1 each VGA 2 each PS/2	
Universal Serial Bus		2 standard USB Ports 1 connector on the motherboard to cable up 2 additional USB Ports	
Motherboard		ATX Form Factor	
Processor		Intel Pentium III 933MHz	
Bus Speed		133MHz Front Side Bus	
Internal hard drive	IBM UltraStar/36LZX	18.3GB SCSI	
Memory		512MB 133 MHz SDRAM	
Network Interface Card (NIC)	Intel/Pro 100+/ PBA	PCI systems - PCI specification 2.2 System compatibility RJ45 Cable connectors 25' category 5 communication cable Data Rate mode 10 or 100 Mbps 6K On board cache 2 Diagnostic LED's - Activity/Link and 100 Mbps On-board On-network Responder	
Internal Floppy Drive		3.5" 1.44 MB	
Standard Keyboard		101 keyboard	
SCSI Interface	Adaptec 29160N	Ultra SCSI-3 Interface Dual Channel	
Video Accelerator Adapter	Matrox Millennium G450 AGP	System AGP RAM 16 MB Operating system Microsoft® Windows 2000 Windows NT® 4.0 Color and refresh rates: 2D/3D Colors 16 million 2D/3D Resolution 2048x1536 Resolution Vertical Horizontal (Hz) (kHz) 2048x1536 85 110 1920x1440 85 115 1800x1440 90 120 1600x1200 100 130 1280x1024 120 130 1152x864 140 130 1024x768 160 130 800x600 200 130 640x480 200 130	
DVD Drive		Internal SCSI	

**ATTACHMENT B -- Salient Characteristics**  
**Solicitation # 52-PAPT-1-01008**

Sound Card	SoundBlaster AWE64/Model SB4390	4 MB onboard RAM 8 and 16-bit, mono and stereo recording and playback Full Duplex support enables simultaneous record and playback for Internet communications software Compatible with Sound Blaster and MPU-401 UART modes On-Board Connectors Line-in Microphone in Line-out MPC-2 CD Audio in Compatible with the Following Standards Windows NT Windows 2000 MPC3 Plug and Play Sound Blaster, Sound Blaster Pro, Sound Blaster 16 and Sound Blaster AWE32	
External Speakers	Yamaha/YST-M7	Output 5/w per channel Includes AC adapter, 3.bmm stereo mini plug cable (1.8m), RCA pin plug cable (1.8m)	
Headset	Jensen/JM5	Element Size 27mm Cord length 1.2m (48 inches)	
Microphone	Quickshot/Stick	Must work with sound card offered	
Operating System	Microsoft/ Windows 2000 Premier		
Surge Suppressor		6-outlet Response time – 1 nanosecond Resettable Circuit Breaker Master On/Off Switch	
Mouse Pad			

**CLIN 001B - Dell Inspiron 8000:**

Item	Brand/Model	Minimum Salient Characteristic(s)
CPU	Intel	Pentium III 850 Mhz
SDRAM		512MB
DVD-ROM		8X Internal
Internal Hard Drive		32 GB Ultra ATA
Display		15.0 inch Ultra XGA TFT active matrix 1600 x 1200 resolution
Graphics Card	ATI Mobility M4	16MB SGRAM
Battery		Lithium Ion 3 hour operating time
Ethernet 10/100 + 56K modem combo PC Card	Xircom/Realport CardBus Ethernet 10/100+Modem 56RBEM56G-100BTX	Support both 10Base-T and 100Base-TX networks and modem speeds up to 56Kbps Integrated Connectors Ethernet Connector RJ-45 Modem Connector RJ-11 Telephone Pass-thru RJ-11 Physical Characteristics Type III PC Card Modem Specifications Data Modulation V.90 up to 56000 bps Fax Modulation/Support Fax Support Group 3, EIA/TIA; Class 1 and Class 2 Command Sets Hayes, Microcom compatible AT command Flash Memory 4 Megabits Support CLIN 002A Card and Socket Software Compatibility Support Card and Socket Services System: Microsoft Windows 2000
Battery Charger		For Li-Ion battery above
Serial connector		9-pin
Parallel Connector		25-hole pin
Infrared Communications port		Serial IrDA-1.1 compliant
Audio jacks		Headphones External microphone-in
Monitor Connector		15-pin
Mouse, Keyboard		6-pin PS/2
USB		4-pin connector
Carrying Case		
Weight		Maximum of 9 lbs with DVD-ROM and Battery
Second Primary Battery		Li-Ion 3 hour operating time
Sound Card		Compatible with SoundBlaster Pro
Operating System	Microsoft/ Windows 2000 Premier	

**CLIN 002B – Advanced Port Replicator**

Item	Brand/Model	Minimum Salient Characteristic(s)
Advanced Port Replicator for CLIN 002A	Dell/Inspiron	Serial: (1) 9-pin Connector Parallel: (1) 25-hole female connector PS/2-Compatible keyboard: (1) 6-hole external keyboard connector PS/2-Compatible mouse: (1) 6-hole external mouse connector Audio jacks: (1) speaker-out, (1) line-in, (1) microphone-in USB: (2) 4-pin Connectors Docking: (1) 240-pin connector Network: (1) RJ45 connector

**CLIN 003A - Palm Vx Handheld - P/N 3C80401U**

Item	Brand/Model	Minimum Salient Characteristic(s)
Operating System	Palm OS	
Applications		Date book Address book Desktop e-mail connectivity To do list Memo pad Calculator Security Local synchronization with Microsoft Outlook 97, Outlook 2000, Windows NT, Windows 2000
Infrared Port		Beam memos to other IR-enabled Palm OS devices. 3 <sup>rd</sup> party beaming applications with IR-enabled printers
Storage Memory		8MB
Cradle		Serial connection

**CLIN 003AA - PalmModem® AC Adapter**

Item	Brand/Model	Minimum Salient Characteristic(s)
	P/N 10202U	Connect CLIN 003A directly to a standard US A/C outlet.

**CLIN 003AB - PalmConnect® USB Kit**

Item	Brand/Model	Minimum Salient Characteristic(s)
	P/N 3C90201U	USB to serial port adapter USB software for PC computers

**CLIN 003AC - Palm™ V Travel Kit**

Item	Brand/Model	Minimum Salient Characteristic(s)
	P/N 10413U	AC charger with a 6' power cord. Includes plug adapters for: UK Europe Australia Cable allows connection of CLIN 003A directly to a computer to synchronize data.

**CLIN 004A - ViewSonic VP-181 Flat-Panel Monitor**

Item	Brand/Model	Minimum Salient Characteristic(s)
Size		18.1" VIS
Resolution		1280x1024
Viewing Angle		160 degrees horizontal 160 degrees vertical
Glass Surface		Anti-Glare
Video		Analog RGB Digital VESA DFB compliant
Frequency		Fh: 30-95kHz Fv: 50-75Hz
Compatibility		PC VGA up to 1600 x 1200 non-interlaced
Power		DC in, DC to head
User Controls		On/off Mute Vol +/- Down Up 2 advanced image and sound controls
Connector		Analog 15 pin mini D-sub
Feature		Portrait/Landscape Pivot USB Hub

**CLIN 004B - CTX PR-711F Video Monitor - 17"**

Item	Brand/Model	Minimum Salient Characteristic(s)	
CRT size (inch)		17 inches	
Viewable size		16 inches	
Stripe Trio Pitch / D.P (mm)		0.24(center)	
Screen		Non-glare Anti-static	
Maximum Resolution		1600x1200	
USB socket		On Base	
Signal cable		D-15	
PC Compatibility		640x480 up to 160 Hz 800x600 up to 150 Hz 1024x768 up to 117 Hz 1280x1024 up to 88 Hz 1600x1200 up to 75 Hz	
Features		H/V Position Size control Brightness/Contrast control Pincushion Trapezoid Pin-Balance Plug & Play (DDC1/2B) Input Freq. Display Freq. Out of Range alarm Self diagnosis system	

**CLIN 004C - Hitachi 813 Plus High Resolution Video Monitor – 21"**

Item	Brand/Model	Minimum Salient Characteristic(s)	
Maximum resolution		1920 x 1440	
Maximum refresh rates		640 x 480 at 160 Hz 800 x 600 at 160 Hz 1024 x 768 at 140 Hz 1157 x 870 at 125 Hz 1280 x 1024 at 105 Hz 1600 x 1200 at 90 Hz 1600 x 1280* at 85 Hz 1856 x 1392* at 80 Hz 1920 x 1440* at 75 Hz	
Signal cable		Dual -15 pin D-sub	
CRT size (inch)		21 inches	
Viewable size		19.9 inches	
Horizontal dot pitch		0.22 mm	
Vertical dot pitch		0.16 mm	
Screen Coating		High contrast Anti-static Anti-glare	
Digital controls		Power RGB color White balance (a.k.a. color temp. selection 9300K, 6500K, 5000K, and user defined) Brightness Contrast H/V position and size Pincushion (side and right) Trapezoid Right trapezoid Degauss Input selection On-screen control	
Connection		D-sub Dual 15 pin	

**CLIN 005A - IBM UltraStar 36LZX 18.3GB SCSI hard drive**

Item	Brand/Model	Minimum Salient Characteristic(s)
Interface		Ultra 160 SCSI
Formatted capacity		18.3 GB
Latency (average)		2.99 ms
Media transfer rate		2380-452 Mb/Sec
Seek time		Average 4.9 ms
		Must work with CLIN 001A

**CLIN 005B - Toshiba SD-M1401 DVD, Internal**

Item	Brand/Model	Minimum Salient Characteristic(s)
	Toshiba/SD-M1401	SCSI Half-height Compatible Standards: DVD – All Formats CD - All Formats Average Random Access 105ms (DVD) 85ms (CD) Must work with CLIN 001A

**CLIN 005C - Iomega 250MB internal IDE Zip drive, Model 1113**

Item	Brand/Model	Minimum Salient Characteristic(s)
Disk storage capacity		250MB Zip disks 100MB Zip disks
Seek time:		Average: 29.0 ms
Operating system Compatibility:		Windows 2000
Interface:		IDE (ATAPI)
Connection		Internal 40-pin ribbon cable

**CLIN 005D - Iomega V2000SI SCSI Jaz 2GB, Model 13046 – Internal**

Item	Brand/Model	Minimum Salient Characteristic(s)
Average seek time		Write - 10 milliseconds Read - 12 milliseconds
Disk storage capacity		1 GB Jaz cartridges 2GB Jaz cartridges
Operating System compatibility		Windows 2000
Interface		Ultra SCSI
Connection type		Two 50-pin high density SCSI-II (HD-50) Must work with CLIN001A

**CLIN 005E - HP 9600si CD re-writer – internal SCSI, includes mastering Software**

Item	Brand/Model	Minimum Salient Characteristic(s)
	HP 9600si/C4506A	Internal Compatible with CLIN 001A 12x8x32 CD-rewritable drive 4 MB buffer Works with Windows@2000P 80 minute CD media Loading Mechanism Tray loader, dust sealed Transfer Rates Write: up to 8x (CD-RW) = 1200 KB/second Write: up to 12x (CD-R) = 1800 KB/second Read: up to 32x = 4800 KB/second Write Verification Automatic Power Control to dynamically adjust laser write power. Data read-after-write verification by host initiated procedures. Media compatibility Write CD-R and CD-RW media Read

		<p>CD-Digital Audio (Red Book) and CD Extra, CD-ROM (Mode 1/Yellow Book), CD-ROM XA &amp; CD-I (Mode 2/Form 1 Green Book), CD-ROM XA &amp; CD-I (Mode 2/Form 2 Green Book), CD-Bridge &amp; Photo-CD (single and multi-session), CD-Video. Audio cable. Appropriate data cable for CLIN001A Appropriate connector for CLIN001A Software suite includes     CD creation software     Fast format     CD labeler</p>
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**CLIN 006A - Intel Pro 100+ Network Interface Card**

Item	Brand/Model	Minimum Salient Characteristic(s)
Ethernet 10/100 + 56K modem combo PC Card	Xircom/Realport CardBus Ethernet 10/100+Modem 56RBEM56G-100BTX	<p>Support both 10Base-T and 100Base-TX networks and modem speeds up to 56Kbps Integrated Connectors     Ethernet Connector RJ-45     Modem Connector RJ-11     Telephone Pass-thru RJ-11     GSM/Cellular/ISDN Connector Physical Characteristics Type III PC Card Modem Specifications Data Modulation     V.90/K56flex up to 56000 bps     V.34 up to 33600 bps     V.32terbo at 19200 and 16800 bps     V.32bis at 14400, 12000, 9600, 7200 bps, uncoded at 4800 bps     V.32 at 9600 bps uncoded at 4800 bps     V.22bis at 2400 bps V.22 at 1200 bps     V.23 at 1200, 75 bps, Bell 212A at 1200 bps Fax Modulation/Support     V.17 at 14000, 12000, 9600, 7200 and 4800 bps     V.29 at 9600, 7200 and 4800 bps     V.27ter at 4800 and 2400 bps Fax Support     Group 3, EIA/TIA; Class 1 and Class 2     Error Control     V.42/MNP Levels 2-4     V.42bis (4:1) or MNP Level 5 (2:1) Command Sets Hayes, Microcom compatible AT command Flash Memory 4 Megabits of memory accommodates dual mode operation for V.90 and K56flex Support all popular PC Card compliant PCs with two stacked Type II slots or one Type III slot Support CLIN 002A Card and Socket Software Compatibility Support Card and Socket Services Systems: Microsoft Windows 2000P</p>

**CLIN 006B - Adaptec AHA-3940 Ultra SCSI-3 Interface, Dual Channel**

Item	Brand/Model	Minimum Salient Characteristic(s)
Adaptec AHA-3940 AUW Ultra SCSI-3 Interface, Dual Channel	Adaptec SCSI Card AHA-3940	Data Transfer Rate 20 Mbytes/sec (10 per channel) Two channel Fast SCSI-2 Device Support PCI Local Bus interface SCSISelect configuration software Device support for hard disk, removable, MO, CD-ROM, Photo CD, tape, DAT, scanner, and Floptical® drives Complete hardware and software documentation Two internal SCSI ribbon cables (external cable not included) Supported Protocols 8-bit Fast SCSI-2 Advanced SCSI Features Advanced SCSI Programming Interface (ASPI) compliant Support for 255 simultaneous active SCSI commands per channel SCSI channels Two fully independent PCI SCSI channels bridged to system PCI bus Each channel is programmable via SCSISelect

**CLIN 007A - 16 MB EDO DRAM DIMM for CLIN 009A/009B/009C/009D**

Item	Brand/Model	Minimum Salient Characteristic(s)
	HP/C4137A	Compatible with CLINS 009A/B/C/D 16MB EDO DRAM DIMM

**CLIN 007B - 32 MB Synchronous DRAM DIMM for CLIN 009D**

Item	Brand/Model	Minimum Salient Characteristic(s)
	HP/C7845A	LaserJet 32MB SDRAM DIMM Memory 100 Pin

**CLIN 008A - NSM Mercury 20 DVD Jukebox, 2 Drive**

Item	Brand/Model	Minimum Salient Characteristic(s)
	NSM Mercury CD/DVD Jukebox  Models: 2-2-0(2 xCD-ROM/DVD-ROM )	Number of slots: 150  Data capacity: 705 GB (DVD-ROM) Media exchange time: < 4s average Data Interface: SCSI-2 (differential ended opt.)  Robotic Control Interface: RS 232 SCSI-2 (differential ended opt.)

**CLIN 008B - CD International CDS 7000 "The Captain" DVD Tower w/14 SCSI DVD drives**

Item	Brand/Model	Minimum Salient Characteristic(s)
SCSI Ports		5 each
Internal Device		14 each Pioneer DVD-303S
Cabinet		4 Fans, filtered air-flow, Positive pressure inside cabinet Universal Power Supply 300 Watts

**CLIN 009A - Hewlett Packard 1100Axi Laser Printer with 18MB memory**

Item	Brand/Model	Minimum Salient Characteristic(s)	
	HP/LaserJet 1100A xi	<p>PRINTER</p> <ul style="list-style-type: none"> <li>Speed 8 ppm</li> <li>Resolution 600 dpi.</li> <li>Languages HP PCL 5e</li> <li>Envelope Printing Yes</li> <li>Connectivity IEEE 1284-compliant parallel (C-type connector), cable included in box</li> </ul> <p>COPIER</p> <ul style="list-style-type: none"> <li>Copier Speed Up to 8 pages per minute</li> <li>Resolution 600 dpi</li> <li>Copier Setting</li> <li>Reduce/Enlarge</li> <li>Multi-copy adjustable from PC</li> <li>Number of Copies 1, push-button (no pc required)</li> </ul> <p>SCANNER</p> <ul style="list-style-type: none"> <li>Scan Resolution Enhanced 600 dpi</li> <li>Scan Resolution Optical 300 dpi</li> <li>Grayscale Levels 256; Text mode, Photo Mode and Combination Mode for optimal results</li> <li>Scan Media Size min 2 x 3.5 in; max 8.5 x 30 in.</li> <li>OCR Software Included</li> </ul> <p>GENERAL</p> <ul style="list-style-type: none"> <li>Media Type               <ul style="list-style-type: none"> <li>Plain paper</li> <li>Envelopes</li> <li>Transparencies</li> <li>Labels</li> <li>Card stock up to 43-lb thickness</li> </ul> </li> <li>Media Sizes               <ul style="list-style-type: none"> <li>Letter</li> <li>Legal</li> <li>Executive</li> <li>Envelopes</li> </ul> </li> <li>Remote-Front-Panel Software</li> </ul>	

**CLIN 009B - Hewlett Packard 2100M Laser Printer**

Item	Brand/Model	Minimum Salient Characteristic(s)	
	HP LaserJet 2100M	Print Speed, 10 ppm Resolution True 1200 x 1200 dpi Print Languages Std. HP PCL 6 HP PostScript Level 2 emulation Automatic Language Switching Monthly Volume 15,000 pages Paper Trays Minimum 2 Input Capacity Minimum 350 sheets Output Capacity 150 sheets Envelope Input Minimum 10 Media Sizes 3 x 5 in to 8.5 x 14 in Media Types Plain paper Envelopes Transparencies card stock postcards labels recycled paper Duplex Printing Memory Standard 8 MB Maximum 40 MB Connectivity Standard IEEE 1284-compliant parallel Infrared Ethernet Automatic I/O Switching	

**CLIN 009C - Hewlett-Packard 4050 Laser Printer with 8MB memory**

Item	Brand/Model	Minimum Salient Characteristic(s)	
	HP LaserJet 4050	Print Speed, 17 ppm Print Resolution, 1200 dpi Duty Cycle, Pages Per Month 65,000 Memory Standard 8 MB Maximum 192 MB Paper Trays. Minimum 2 Input Capacity Standard 600 sheets Maximum 1,100 sheets First Page Out <13 secs Output Capacity 300 sheets Envelope Feeder Optional Duplex Printing Optional Media Sizes Standard Letter Legal Executive Custom 3 x 5 in to 8.5 x 14 in Envelope Input, Max. 75 Media Types Paper (copier, bond, special application, recycled), labels, transparencies Media Weights 16 to 53 lb Print Languages, Std. HP PCL 6, HP PCL 5e, PostScript Level 2 emulation Connectivity, Std. IEEE 1284-compliant bi-directional parallel, RS-232 9-pin serial, Fast Infrared Memory Slots 3 Drivers Windows NT 4.x Windows 2000 Pro Automatic I/O Switching Automatic Network Switching with optional HP JetDirect EIO internal print servers	

**CLIN 009D - Hewlett-Packard LaserJet 8000DN Network Laser Printer with 64MB memory**

Item	Brand/Model	Minimum Salient Characteristic(s)
	HP/LaserJet 8000DN	Print Speed 24 ppm Print Resolution 1200 Duty Cycle, Pages Per Month 130,000 Memory Standard 24 MB Maximum 192 MB Paper Trays Minimum 3 Input Capacity Standard 1100 sheets Maximum 3100 sheets First Page Out 17 secs Output Capacity Standard 600 sheets Maximum 3600 sheets Duplex Printing Media Sizes Letter Legal Executive Tabloid Custom 3.9 x 7.5 in to 11.7 x 17.7 in Envelope Input 100 Media Types Paper Copier Bond Recycled Transparencies Media Weights 16 to 53 lb, tray 1 16 to 28 lb, trays 2 and 3 Media Handling/Document Finishing Multiple-input trays 2000 3000-sheet stacker 3000-sheet stapler/stacker, Print Languages HP PCL 6 HP PCL 5e PostScript Level 2 emulation Printer Management HP Web JetAdmin Connectivity IEEE 1284-compliant bi-directional parallel 3 open EIO slots HP JetDirect 10/100Base-TX card in 1 open EIO Memory Slots 2 open 100-pin DIMM Drivers Included Windows NT 4.x Windows 2000 Automatic Language Switching Automatic I/O Switching Automatic Network Switching

**CLIN 009E - 2000 Sheet Feeder, HP C4781A for CLIN 009D**

Item	Brand/Model	Minimum Salient Characteristic(s)
	HP 2000 Sheet Input Tray/C4781A	<p>Media Types</p> <ul style="list-style-type: none"> <li>2000 Sheet Input Tray bond paper</li> <li>2x500 Sheet Input Tray bond paper</li> <li>Custom Media Tray All printer supported media</li> </ul> <p>Media Sizes</p> <ul style="list-style-type: none"> <li>2000 Sheet Input Tray: letter, legal, 11x17, A4, A3, B4</li> <li>2x500 Sheet Input Tray</li> <li>Upper tray: letter, legal, A3, B4</li> <li>Lower tray: letter, legal, 11 X17, A4, A3, B4</li> <li>Custom media Tray Custom</li> </ul> <p>Media Weight</p> <ul style="list-style-type: none"> <li>2000 Sheet Input Tray: 16-28 lb</li> <li>2x500 Sheet Input Tray: 16-28 lb</li> <li>Custom media Tray: 16-28 lb</li> </ul> <p>Universal power supply</p> <p>Duty Cycle same as printer</p> <p>C-Link Communications Protocol - comes with a signal cable (C-Link) to connect it to the printer</p> <p>Input Capacity</p> <ul style="list-style-type: none"> <li>2000 Sheet Input Tray: 2,000</li> <li>2x500 Sheet Input Tray: 1,000</li> <li>Custom media Tray: 350 sheets</li> </ul> <p>Input Trays</p> <ul style="list-style-type: none"> <li>2000 Sheet Input Tray: 1</li> <li>2x500 Sheet Input Tray: 2</li> <li>Custom media Tray: 1</li> </ul> <p>Paper Level Sensing automatic in 25% increments</p> <p>Paper Size Sensing automatic for all supported paper sizes</p>

**CLIN 009F - Ithaca 93plus series check reader printer**

Item	Brand/Model	Minimum Salient Characteristic(s)
	Ithaca /93PLUS P/N ITH-93S-DV	<p>Ithaca printer has it's own unique requirements in terms of control characters, offsets, and response codes. The external action blocks in USPTO application, RAM, were written specifically for this Ithaca printer and will not work with a different printer. Alternative submissions for these items will NOT be considered and will result in a non-compliant proposal evaluation.</p>

**CLIN 010A - Microsoft Ergonomic Natural Keyboard Elite**

Item	Brand/Model	Minimum Salient Characteristic(s)
	Natural Keyboard Pro	<ul style="list-style-type: none"> <li>2 USB Ports</li> <li>Ergonomic Shape</li> <li>Internet Hot Keys</li> <li>Multimedia Keys</li> <li>E-Mail Hot Key</li> <li>Custom Hot Keys</li> <li>Sleep Hot Key</li> </ul>

**CLIN 010B - Microsoft IntelliMouse Enhanced 3 Button Symmetrical Mouse**

Item	Brand/Model	Minimum Salient Characteristic(s)
		<ul style="list-style-type: none"> <li>Wheel for</li> <li>Scrolling</li> <li>Hands-free Scrolling</li> <li>Zooming</li> </ul> <p>Ergonomically correct for either right-hand or left-hand</p>

**CLIN 011A - Anti-Glare Screen to fit CLIN003B**

Item	Brand/Model	Minimum Salient Characteristic(s)
		Must fit CLIN003B without modification.

**CLIN 011B - Anti-Glare Screen to fit CLIN003C**

Item	Brand/Model	Minimum Salient Characteristic(s)
		Must fit CLIN003C without modification.

**CLIN 012A - Hewlett Packard 6300C Flatbed Scanner**

Item	Brand/Model	Minimum Salient Characteristic(s)
		Scanning Type Flatbed,color Scan Resolution, Enhanced UnlimitedScan Resolution, Hardware 1200 dpi Color Processing 36 bit Scan/Task Speed Less than 9 secs, 4 x 6 photo; Less than 45 secs, 4 x 6 photo to MS Word; Less than 60 secs, OCR letter size B/W test to MS Word; Less than 45 secs, B/W line art to MS Word Max. Scan Size 8.5 x 11.7 in 8.5 x 14 in w/ADF Software for PC: HP PrecisionScan Pro w/integrated OCR, HP PrecisionScan LAN for network sharing Character Recognition (OCR), ScanSoft Paperport 5.5 document management software and tools including installation program, installation supplement, on-line help, HP ScanJet Slide Adapter, USB cable, Power cord Connectivity USB SCSI Automatic Document Feeder Capability Transparency Adapter Capability

**CLIN 013 and all 013 sub CLIN items are Welch Allyn brand and model number specific. Due to legacy, hard-coded, internal mainframe software systems alternative submissions for these items will NOT be considered and will result in a non-compliant proposal evaluation.**