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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK/SPECIFICATIONS

The USPTO shall furnish the necessary computer and mailing equipment, office supplies, furniture and facilities to perform the specifications in the Statement of Work. The Contractor shall furnish the necessary personnel and services to perform the following Statement of Work/Specifications. The USPTO will not furnish facilities for Contractor meetings and gatherings not related to the contract requirements.

C.2 OBJECTIVE

The Government requires a contractor capable of providing high quality services including data entry, text editing, mail processing and mail room services, optical data capture of most incoming papers, file movement, fee processing and proofreading of source materials provided. Optional requirements may include file maintenance and optical scanning of back files.

C.3 SCOPE OF WORK

The Contractor shall provide sufficient personnel to perform Trademark Support Services, which may include the following tasks. Task requirements within the scope of the contract may be added and task requirements may be eliminated based on the USPTO's future needs. Specific tasks requirements will only be authorized through fully executed task orders at the prices set forth in Section B.1.

There are approximately seventy (70) Full Time Equivalent (FTE) positions under the current contract performing the services outlined herein.

C.3.1 QUALITY CONTROL

The Trademark Office has as a part of its mission the responsibility of achieving and maintaining a high level of quality and customer satisfaction. The Contractor's comprehensive Quality Control (QC) plan shall establish production-oriented quality goals and tracks performance against stated cycle time and accuracy goals in the Section J, Attachment J chart. The purpose of the QC plan will be to initiate and stimulate action. Emphasis will focus on error prevention rather than removal or correction. The successful offeror will demonstrate how it will ensure cycle time and accuracy goals are achieved and how it will continually monitor them.

C.3.2 SUPPORT SERVICES REQUIRED

The support services to be provided by the contractor consists of tasks that begin with the receipt and initial processing of Trademark applications and other paper correspondence, through to proofreading applications approved for publication in the Trademark Official Gazette (TMOG). These services include, but are not limited to, mailroom operations, data capture, fee processing, proofreading and optional requirements for various other support services.

Because so many of the services provided rely upon government-furnished systems, supplies, and equipment, the contractor has an obligation to notify the government immediately of any GFE and systems malfunctions or deficiencies in required supplies. Workflow volumes for FY 2002 are provided in Section J, Attachment J. These workflow volumes may fluctuate daily, weekly, or monthly resulting in management and staffing implications. Be advised, the Trademark Office anticipates mandated electronic filing will be in effect, possibly as early as Fiscal

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Year 2003, expecting that 80% of all new applications to be submitted electronically. This will significantly impact workloads at the front end of the process. Additionally, in FY2003, the Trademark Office is expected to begin moving from Crystal City to a new campus in Alexandria, Virginia.

Workload volumes are based on fiscal year filing dates they are received by the USPTO.

C.3.2.1 MAILROOM OPERATIONS

The operation of the Trademark mailroom covers traditional mailroom operations, initial processing of incoming mail and processing all outgoing mail.

These functions include, but are not limited to:

- Picking up Trademark inter-office mail (no file wrappers, except those in interoffice envelopes) from designated office mail-stops (no more than 30 mail stops), sorting Trademark inter-office mail, and delivering all mail (inter-office and United States Postal Service (USPS)) to designated Trademark mail stops twice daily between the hours of 10 and 11 am and again in the afternoon between 3 p.m. and 4 p.m.;
- Ensuring interoffice mail to be delivered to other government offices is deposited for pickup;
- Picking up Trademark mail from the Arlington Mall USPS mail box twice weekly and Plaza Mailboxes each day and delivering mail to designated Trademark mail stops on the regular route;
- Receiving mail from the USPS and other commercial carriers;
- Assigning Trademark Mail Dates (filing dates) to incoming mail according to Office rules, and affixing identifying information to incoming mail;
- Reading incoming mail for determination of appropriate in-house destination, or document type for mail being scanned, according to routing/sorting instructions provided by the Office;
- Scanning all incoming flatwork that can be associated with a serial number;
- Determining if incoming correspondence files have been mis-scanned, using Government-supplied tools such as those available in the Trademark Image Capture and Retrieval System (TICRS) online supervisor module;
- Forwarding all USPS-returned mail to the originating Trademark office with the envelope attached;
- Researching incoming mail lacking serial number identification for proper processing through scanning, or for proper routing;
- Resolving customer inquiries about mail received;
- Mailing postcards received with new applications, determining correct postage when postage is inadequate and adding appropriate postage as necessary;
- Inserting outgoing mail into appropriate envelopes, sealing envelopes;
- Affixing proper postage to all outgoing mail;
- Dispatching outgoing mail to the USPS and other commercial carriers;
- Communicating with the USPS to resolve problems;
- Processing outgoing mail requiring special handling, as needed.
- Returning any checks or letters to the applicant that cannot be processed due to a lack of necessary information, including a transmittal letter prepared by the government. The contractor shall report weekly on the count.
- The contractor shall provide a count of all batch-generated correspondence received from OCIO for mailing, once OCIO includes the count on the page following the blue transmittal sheet.
- Accepting all hand-delivered mail from walk-in customers during the hours of 8:30 am and 5 pm at the Customer Service Fee Window.
- Picking up weekly Official Gazette proofs (in boxes) from Crystal Park 1 and delivering them to the Office of Program Control in the South Tower Building.
- Picking up files to be proofed from the Law Offices daily. -
- Returning files to the Law Offices which cannot be proofed (incoming OOPs – i.e., files that cannot be received in via TRAM).
- Delivering outgoing OOPS, on a daily basis, to the Office of Program Control in the South Tower Building. Keep record of serial number and date released to contact.

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- Picking up files requiring simply new Official Gazette dates to be set, from each of 16 designated pick up locations in the Law Offices. Set new OG date and deliver files to Publication and Issue (3rd Floor, South Tower Building) within 5 days of receipt in TRAM.

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- Pick up files from Publication and Issue each week, generally on Tuesday, and delivering to the designated Senior attorneys in the "charge to" Law Offices.
- Printing out designated electronic submissions (generally a 1-page form with a transmittal sheet indicating routing information) and delivering them to the Law Office assigned.

C.3.2.2 FEE PROCESSING

Trademark Fee Processing is responsible for all fee-related transactions. Trademark fees are collected in two categories: (1) fees associated with new Trademark applications; and (2) fees associated with flatwork, i.e., various actions (petitions, extensions, etc.) that take place after a Trademark application has been filed. Fee processing tasks include but are not limited to:

- processing fee payments submitted (on incoming paper documents only) by cash, check, deposit account, credit card and any combination thereof;
- processing fee refunds;
- determining the proper fee code for each transaction;
- responding to telephone inquiries;
- accepting fees from walk-in customers during the hours of 8:30 a.m. and 5 p.m. Monday-Friday;
- handling cash and equivalent monetary instruments;
- reconciling daily window activity including submitting accurate bank deposits.

Data is identified from source documents and accurately entered into automated systems. Daily reconciliation of financial data in preparation of supporting financial documentation is required. Trademark application files are processed on a first-in first-out (FIFO) basis, ensuring the integrity of processing in serial number order. Fee transactions associated with various actions (petitions, extensions, etc.) that take place after a Trademark application has been filed are processed on a first-in first-out (FIFO) basis, ensuring the integrity of processing based on the earliest date received. Full-time staffing of a customer service window that supports various financial and administrative tasks for both internal and external customers is also required.

C.3.2.3 DATA CAPTURE OF NEW APPLICATIONS

Data capture task provides for the capture of data from new Trademark applications into the various electronic database by means of optical scanning and Optical Character Recognition (OCR). Trademark application files are processed on a first-in, first-out (FIFO) basis.

C.3.2.4 NEW APPLICATION PROCESSING - PAPER APPLICATIONS ONLY

Trademark applications received on paper must be prepared (processed) in order to ensure all pertinent information enters appropriate databases. All applications are scanned and then electronically directed to various databases. Then data is "tagged" or typed from scanned images and "uploaded" into a final tracking database.

This includes, but is not limited to:

- assignment of the application serial number;
- initial file assembly (loose placement in file jackets, affixing labels);
- removal of any non-scannable objects, such as staples, paperclips, etc.;
- identification of the application components, especially of embedded drawings and specimens;
- ensuring the correct arrangement /sequence of the application components;
- identification and processing of any bulky (non-scannable) specimens submitted with an application, including digitally photographing or photocopying bulky specimens;
- processing Trademark applications through document scanning equipment;
- visual quality inspection of scanned document images;
- identification of Trademark application components (indexing);

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- electronic transfer of image and OCR files to Trade-Ups (a Trademark data entry system);
- checking necessary electronic directories through Explorer in order to review drawing pages that were not cropped and resolve by ensuring drawing pages are sent to this directory that are croppable. This is a daily activity.
- Screening all files purportedly needing rescanning to ensure rescanning will fix the problem.
- Keeping a record of all files rescanned at the request of the government
- Troubleshooting all missing images from files provided to the contractor from the government.
- Providing weekly data to COTR on number of scanned new applications electronically transferred through CROSSPRD to Tradeups.
- Scanning of child applications and forwarding scanned files on to Law Office assigned.
- Scanning the backlog of child applications of some 3,000 files - collecting the file from the assigned Law Office, scanning the file, and returning the scanned file back to the Law Office.

One or more senior members of the scanning operation must be able to interact with Government and other contractor resources at a level that will facilitate solutions to data flow problems and other software and hardware system interactions, such as troubleshooting.

Data Capture of New Application Information: The contractor shall provide sufficient staff to support the timely processing of an estimated average of 2,750 newly received TM applications per week. New applications received in paper must be scanned and the pertinent data entered into the Trademark Application Monitoring (TRAM) system via a process called “tagging”. Contract personnel are required to perform the initial pre-exam processing on each such scanned application, including being able to read text on a computer screen without specific assistive technology. Specific tasks include but are not limited to:

- utilizing a PC and monitor and a split-screen image, move information from an application's OCR'd image to the appropriate fields on the data entry form (tagging) without specific assistive technology;
- reviewing each application for completeness, conformance with requirements, and the presence of all information required to grant a filing date;
- determining and assigning design search codes, mark drawing codes, and other supplemental information as appropriate and key enter this information into the appropriate location(s);
- upload tagged and completed files
- providing the Government with a daily report via e-mail of the batches and application serial numbers processed that day.

Work must be performed so that 98% or more of the applications are error free. Contractor is required to promptly correct all work returned because of errors. Representative errors include items such as misspellings, missing data, incorrect data, data entered in the wrong field, and incomplete data. The contractor is responsible for establishing a quality control program to insure work is performed at the required accuracy level.

Processing of any application which becomes available in the system prior to 5 p.m. on a work day must be completed no later than close of business (i.e., 5 p.m.) of the following work day (e.g., an application which becomes available in the system at 2 p.m. on Tuesday must be processed by 5 p.m. on Wednesday-the next work day; an application which becomes available in the system at 3 p.m. on Friday before a Monday holiday must be processed by 5 p.m. on Tuesday-the next work day). Processing of a batch is not considered complete until all applications in that batch are processed.

C.3.2.5 ASSEMBLING NEW 76-SERIES PAPER APPLICATIONS

The contractor is expected to catch and fix scanning, tagging, and assembly errors prior to handing the files over to the government for subsequent examination. The contractor will be expected to retrieve, correct and return any files which may have been handed over to the government with errors introduced while in the contractor's possession.

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The contractor will

- 2-hole punch all new paper-based applications, inserting the papers into the file wrappers in accordance with guidelines provided by the government, and will print and affix the large file jacket labels once tagging is complete and tagged files are uploaded.
- Deliver all assembled files to the law offices

The contractor will assure that all 76-series new applications will be scanned and assembled according to instructions provided by the government. The contractor will determine if files were mis-scanned, using government-supplied tools such as those available in the TICRS (the Trademark Image Capture and Retrieval System) online supervisor module, or mis-assembled. These files will be retrieved and corrected by the contractor. The contractor shall report weekly on the volume of recounts.

The contractor will be provided with a report on images missing as a result of scanning problems and will be expected to locate these files, retrieve them, rescan them, and return them to the offices in which they were located.

It is anticipated that the contractor may eventually be asked to run the Missing Images Report, a comparison of images in TICRS and in TRAM (the Trademark Reporting and File Management System).

C.3.2.6 PROOFREADING

The proofreading task is limited to the proofreading of Trademark applications that have been approved for publication.

C.3.2.6.1 PROOFREADING OF FILES APPROVED FOR PUBLICATON

The data contained in Trademark application files that have been approved for publication must be verified against the data in the electronic database prior to submission of electronic records to the Government Printing Office (GPO) for printing. Data quality is critical to the registration process and is a critical customer service issue. A full-file printout, including a review of the image, is checked against papers contained in the application file to ensure that spelling, spacing, punctuation, and formatting are correct and that data is not missing or entered into incorrect fields or records. Such errors are corrected by text editing the appropriate fields, using Trade-Ups, to bring the electronic database data into compliance with the application file. Questions to resolve substantive discrepancies between data in the application file and data shown on the full-file printout and in the TRAM database are entered on a 'Trademark Query Control Form' and directed to a Government monitor for resolution. Proofreading instructions are contained in the Data Entry Manual and the TIPS Official Gazette Review Proofreading Instructions, provided by the Government. Files received for proofreading are processed on a first-in/first-out (FIFO) basis, ensuring the integrity of processing based on the earliest date received. All files received for proofreading must have their locations updated in TRAM. All files leaving proofreading must have their "charged-to" locations updated in TRAM prior to leaving this area. This activity may eventually change at which time the contractor will no longer be tasked to correct the database. Volume estimates could approach a 50% increase since the Office expects that up to 50% of the files received by the contractor contain errors requiring database corrections. However, the tradeoff in effort between no text-editing and additional file review is expected to be equal.

The contractor must be able to retrieve files awaiting proofreading for returning to the law offices upon request. Volume is 450 files per week. Turnaround time is 1 business day from receipt of the request.

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C.4 TRAINING AND QUALIFICATIONS

C.4.1 TRAINING

Certain support services will require specific and tailored training, provided by the government, at the government's expense. This includes tagging, proofreading and text editing. Access to government systems for the purposes of accomplishing these tasks will be allowed only upon satisfactory completion of government-supplied training.

C.4.2 CONTRACTOR QUALIFICATIONS

Individuals assigned to tag, proofread/text edit work must be proficient using a PC, a peripheral Mouse, and Window applications, must have experience using WORD software, and must be able to read and comprehend English. Basic keyboarding skills to perform data entry is required.

C.4.3 KEY PERSONNEL

The Government requires an onsite Program Manager and an on-site System/Technical Administrator for Scanning permanently stationed at the Trademark Office during the contract period. Key personnel under this contract are specified in Section H.6.

C.5 PERFORMANCE-BASED SERVICE CONTRACTING

This contract is a Performance-Based Service Contract. Cycle time and accuracy goals are specified in Section J, Attachment J. The Contractor is required to perform in accordance with these Standards. Incentives earned by the Contractor, if any, will be applied utilizing the data from the USPTO's internal Quality Assurance System.

C.6 REPORTING REQUIREMENTS

The Contractor shall furnish two weekly reports to the COTR designated in Section G. 3. The content of these reports may evolve over time.

The first report will minimally contain workload volumes received, processed, remaining on hand, and average cycle time, as of the end of the week, and year-to-date for the following items:

- Incoming flatwork received (walk-ins and delivered flatwork)
- Incoming flatwork scanned
- Incoming USPS-returned mail
- Incoming flatwork with fees
- Incoming new applications
- Outbound mail
- Cost of outbound mail, by machine
- Number of Fee Window Customers
- Informal files delivered from Assembly
- Files tagged and uploaded
- Files proofed
- Proofed files returned to Law Offices with text editing changes needed, by LO
- Files needing only new OG dates
- Files returned from Proofing for Queries

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- Files returned from Proofing for Oops errors
- Files requested from proofing
- Files delivered from P&I (along with a separate list of the serial numbers of these files)

The second report will list the serial numbers of all new application files created, the date each file was created, the filing date assigned, the date the file was delivered to the assigned Law Office, and the date that filing receipts were mailed for at least 10% of the new applications.

C.7 TECHNICAL INSTRUCTIONS

The Contractor shall adhere to the technical instructions incorporated in Section J, Attachments B through I, when performing services under this contract.

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SECTION D -- PACKAGING AND MARKING

D.1 DELIVERIES AND MARKING

Any deliverable required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001
52.246-06-Alt I	Inspection--Time And Material And Labor Hour--Alternate I	May 2001

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Presidential Inauguration Day	

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed to personnel for emergency reasons. The COTR will notify the Contractor when early release of Federal employees has been authorized. The Contractor shall establish duty hours for Contractor employees that will ensure that all services specified in the contract are provided.

F.2 PERIOD OF PERFORMANCE

The periods of performance of this contract are as follows:

Base Period:	October 1, 2002 - September 30, 2003
Option Period I (if exercised):	October 1, 2003 - September 30, 2004
Option Period II (if exercised):	October 1, 2004 - September 30, 2005
Option Period III (if exercised):	October 1, 2005 - September 30, 2006
Option Period IV (if exercised):	October 1, 2006 - September 30, 2007

PLACE OF PERFORMANCE

F.3

The work under this contract is to be performed at the USPTO facilities in the Office of Trademarks which is currently located at 2900 Crystal Drive, South Tower, Arlington, VA 22202. The Office of Trademarks is currently located in two buildings, the North Tower and the South Tower. The USPTO has signed a lease for the consolidation of its work spaces. It is anticipated that the USPTO will relocate all of its employees from 18 separate buildings into a consolidated campus in Alexandria, Virginia in the 2003 through 2006 timeframe.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

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

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. 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 any changes, or approve any changes in the requirements of this contract, and notwithstanding any provisions contained elsewhere in this 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 without authority and no adjustment will be made in the contract price to cover any increase in costs occurred as a result thereof.

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

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

NAME: TBD
ADDRESS: TBD
PHONE NO.: TBD

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(b) 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.

(c) 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 her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 ELECTRONIC PAYMENT INFORMATION

The information required by the clause at FAR 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

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

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

G.5 GOVERNMENT FURNISHED PROPERTY

(a) The Government will provide the item(s) as stated in the Statement of Work or individual task orders as Government Furnished Property (GFP). If the GFP is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the pertinent facts. The Contracting Officer will then direct the Contractor as to the appropriate action.

(b) The Government shall retain title to all GFP. The Government will provide maintenance of the GFP unless otherwise provided in this contract or approved by the Contracting Officer.

(c) The contractor shall be responsible and accountable for all GFP provided under this contract and shall comply with the Federal Acquisition Regulations (FAR) Part 45 as applicable, and in effect as of the date of this contract.

(d) The Contractor shall establish and maintain a program for the use, protection, and preservation of the GFP in accordance with sound industrial practice and applicable provisions of FAR Part 45.

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(e) Unless otherwise provided, the Contractor assumes the risk of and shall be responsible for, any loss or destruction of, or damage to, GFP.

G.6 GOVERNMENT PROPERTY - - FACILITIES USE

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

U.S. Patent and Trademark Office
2900 Crystal Drive,
South Tower Building
Arlington, VA 22202

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

G.7 SUBMISSION OF INVOICES

(a) The Contractor shall submit proper invoices on a monthly basis for payment one (1) original and two (2) copies of each invoice shall be submitted for each task order. Invoices shall, if applicable, deduct the withholding amount as specified in FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts APR 1984), contained in Section I "CONTRACT CLAUSES" of this contract. Invoices shall be submitted to the following address:

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

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of Contractor, invoice number and invoice date.
- (2) Contract number and task order number.
- (3) Description, price, and quantity of services actually rendered.
- (4) Payment terms.
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) The following statement on the reverse side of the original of each invoice:

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COTR'S CERTIFICATION

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

COTR Signature

Date

- (b) If services 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 services.
- (c) Invoices shall be submitted monthly.
- (d) All costs shall be accumulated and invoiced by individual task order for billing purposes.

G.8 TASK ORDER IMPLEMENTATION

- (a) All work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.
- (b) The COTR shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, and deliverables to be provided by the task order.
- (c) The Contractor shall acknowledge receipt of each TOS and shall develop and forward to the COTR within ten (10) calendar days a proposed Task Management Plan (TMP) for accomplishing the assigned task within the period specified. The TMP shall define the scope, specific tasks and actions which are proposed to be taken by the Contractor to complete the task order, and cost estimate. The TMP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule. The Contractor shall also identify all the responsibilities of the Government which will affect the task order and any dependencies which may exist.
- (d) Based upon the contents of the TMP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.
- (e) Within five (5) working days following the conclusion of the final negotiations related to the TMP, the Contractor shall submit a revised TMP which reflects the negotiated agreement. A task order is then fully executed and issued by the Contracting Officer.
- (f) The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.
- (g) Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In

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cases were technical instructions or other events may dictate a change from the baseline, task orders may be formally amended in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order amendments within five (5) working days following negotiation or issuance of a modification of the task order.

(h) The Contractor shall not exceed the ceiling price established in each task order. When the Contractor has reason to believe that the labor amount for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer. Such notification shall include an estimate of the additional amount and, if necessary, additional time required for completion of the ordered work.

(i) Task orders may be placed during the period of performance of the contract, as identified in clause F.2. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 ADVERTISING OF AWARD

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

H.2 ANTI-BOUNTY QUEST

The contractor agrees, in the performance of this contract, not to pursue bounties offered by private sector sources for identifying prior art. The contractor further agrees not to allow its employees to pursue bounties offered by private sector sources for identifying prior art or marks and to take such reasonable measures as are necessary to restrict participation in the pursuit of bounties. Consequently, acceptance of payments from outside sources by the contractor or its employees performing services under this contract for prior art or mark search activities may subject the contractor to termination of the contract. The contractor agrees to insert the substance of this clause in any employment agreement issued in the performance of this contract.

The contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the contractor determines or has reason to suspect a breach of this requirement.

H.3 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data that is the sole property of the PTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the PTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and consultants used by the Contractor.

H.4 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATIONS

Each contract employee working for over 180 days under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI). (NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

Investigative Processing –

The COTR, in conjunction with the contractor's Project Manager, is responsible for initiating and ensuring the accuracy and completeness of the investigative package for each contract employee.

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Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

Processing Requirements -

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

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

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

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

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

This clause also applies to any on-site subcontractors or consultants to be used by the Contractor.

- ~~(a) — The Contractor shall obtain and wear Contractor identification passes. The Department of Commerce (DOC) security procedures require that an investigation be conducted on each Contractor employee before providing the passes.~~
- ~~(b) — All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to USPTO's Security Office.~~
- ~~(c) — All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel~~

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~~employed by the Contractor in the performance of this contract, or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such action shall not excuse the Contractor from the responsible performance of all tasks under the contract.~~

~~(d) The Security Manual and additional memos from the DOC Security Officer as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.~~

~~(e) This clause also applies to any subcontractors or consultants used by the Contractor.~~

H.5 INSURANCE COVERAGE

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

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

(b) General Liability.

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

(2) Property Damage liability insurance shall be required in the amount of \$10,000.

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

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

H.6 KEY PERSONNEL

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

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Labor Category	Personnel
Program Manager	TBD
System/Technical Administrator for Scanning	TBD

(Other labor categories may be specified before or after award)

(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 obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced **specified**.

(c) Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain 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. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.7 NOTICE TO THE GOVERNMENT OF DELAYS

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

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

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

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H.9 SUPERVISION OF CONTRACTOR'S EMPLOYEES

(a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

(b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.207-03	Right of First Refusal of Employment	November 1991
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records—Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	October 1997
52.216-24	Limitation Of Government Liability	April 1984
52.216-25	Contract Definitization (See Note 1.)	October 1997
52.217-08	Option To Extend Services	November 1999
52.217-09	Option To Extend The Term Of The Contract	March 2000
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-14	Limitations On Subcontracting	December 1996
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	August 1996
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989

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52.223-05	Pollution Prevention and Right-to-Know Information	April 1998
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program.	August 2000
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-14	Rights in Data--General	June 1987
52.227-14 Alt I	Rights in Data--General Alternate I	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.232-07	Payments Under Time-And-Materials And Labor Hour Contracts	February 2002
52.232-08	Discounts For Prompt Payment	February 2002
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01 Alt I	Disputes Alternate I	December 1991
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.239-01	Privacy or Security Safeguards	August 1996
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-13	Bankruptcy	July 1995
52.243-03	Changes--Time-And-Material Or Labor-Hours	September 2000
52.243-07	Notification Of Changes	April 1984
52.245-01	Property Records	April 1984
52.245-05	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	January 1986
52.245-19	Government Property Furnished "As Is"	April 1984
52.246-25	Limitation Of Liability--Services	February 1997
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	September 1996
52.249-06 Alt IV	Termination (Cost Reimbursement)	September 1996
52.249-14	Excusable Delays	April 1984
52.251-01	Government Supply Sources	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.219-17 SECTION 8(A) AWARD

DECEMBER 1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the USPTO the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the USPTO Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the USPTO.

I.3 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO JUNE 1999
ELIGIBLE 8 (A) CONCERNS

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The TBD [insert name of SBA's contractor] will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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I.4 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

DECEMBER 2001

(a) Definitions. As used in this clause-

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

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

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

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

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

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

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

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

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

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

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

I.5 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

J.1 LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
A	Department of Labor Wage Determination No. 94-2103, Rev. 24
B	Business Rules and Procedures for Accepting Trademark Process Fees
C	Instructions for Processing New Applications
D	Instructions for Assembling New Applications
E	Instructions for Proofing
F	Scanning Instructions
G	Scanning Incoming Paper Correspondence Instructions
H	Official Mail Stops
I	Special Mail Pickup, Delivery and Handling Instructions
J	Cycle Time/Accuracy/Volume Workloads Table
K	Past Performance Questionnaire

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

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

K.2 52.204-03 TAXPAYER IDENTIFICATION

OCTOBER 1998

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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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.3 52.209-05 CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT, AND OTHER
RESPONSIBILITY MATTERS**

DECEMBER 2001

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

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

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

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

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

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

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

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

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

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

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

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

K.4 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2001

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 514210.

(2) The small business size standard is \$213.0 million.

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

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

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

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

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

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

(c) Definitions. As used in this provision-
"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that--

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

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(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.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APRIL 1984

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

K.7 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

OCTOBER 2000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors--Competitive Acquisition	May 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.237-10	Identification of Uncompensated Overtime	October 1997
52.237-01	Site Visit	April 1984

L.2 52.216-01 TYPE OF CONTRACT APRIL 1984

The Government contemplates award of a Labor Hour contract resulting from this solicitation. See FAR 16.6

L.3 52.233-02 SERVICE OF PROTEST AUGUST 1996

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

Department of Commerce
United States Patent and Trademark Office
Office of Procurement
Box 6
Washington, DC 20231
Attn: Susan Messina
[FAX: (703) 308-5484]

A copy should be sent to:

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

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(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 AGENCY LEVEL PROTEST PROCEDURES

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

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

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

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

II. DEFINITIONS:

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

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

III. PROCEDURES:

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

Name: Clarence Crawford
Title: Chief Financial Officer and Chief Administrative Officer
Address: U.S. Patent and Trademark Office
2121 Crystal Drive, PK2, Suite 917
Washington, DC 20231
Fax Number: (703) 305-0995

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

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

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

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

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

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

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

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

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

(iv) copies of relevant documents supporting protester's statement

(v) a request for ruling by the agency

(vi) Statement as to form of relief requested

(vii) all information establishing that the protester is an interested party for the purpose of filing a protest

(viii) all information establishing the timeliness of the protest

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

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

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

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

Effect of protest on award and performance:

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

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

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

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

IV. REMEDIES:

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

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

L.5 ALTERNATE PROPOSALS

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

L.6 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

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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.7 DISPOSITION OF PROPOSALS

At least one copy of each proposal will be retained by the office issuing this solicitation, and the remainder will be destroyed unless the Offeror specifically requests return of the proposal(s) within five (5) days from notification of the successful award. Returned proposals will be delivered at the Offeror's expense. For proposals that are destroyed, no destruction certificate will be issued.

L.8 ESTIMATED AWARD DATE

It is anticipated that a contract will be awarded not later than the end of the current fiscal year, September 30, 2002.

L.9 EVALUATION OF PROPOSALS

The USPTO will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M.5 of this solicitation.

L.10 INCUMBENT CONTRACTOR

The incumbent contractor is:

Vistronix Inc.
1970 Chain Bridge Road
Suite 1200
McLean, VA 22102

L.11 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.12 INQUIRIES AND QUESTIONS ON REQUEST FOR PROPOSALS

Inquiries, requests for clarification, and all correspondence concerning this solicitation document shall be submitted electronically to susan.messina@uspto.gov. No information concerning this solicitation or requests for clarification will be provided in response to telephone calls from offerors. Inquiries and 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>; however, the identity of the author and associated company name will not be published. All questions regarding the Request for Proposal (RFP) are due by April 12,

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2002. 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. Government responses will not change the terms and conditions of the solicitation unless the Government changes them with an Amendment to the RFP. Offerors shall be responsible for accessing the web page for any changes to this RFP. All changes, amendments, questions, and answers shall be posted at this location.

L.13 NEWS RELEASES

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

L.14 PERIOD OF ACCEPTANCE OF OFFERS

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

L.15 POST-AWARD CONFERENCE

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within 15 days after the date of contract award. The conference will be held at: [TBD at time of award]

L.16 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 100%
- (b) Type of set-aside: Section 8(a) Certified

L.17 SITE VISIT

To provide offerors with a better understanding of daily Trademark operations, a short tour of the work sites is tentatively scheduled for April 11, 2002. It is estimated that the tour will last approximately 60 minutes. This date could change slight due to demand and scheduling difficulties encountered with tour arrangements. Due to space limitations, only two (2) representatives from each company (or team) will be allowed to attend the tour. All offerors interested in attending the tour must respond by e-mail for a reservation and send to susan.messina@uspto.gov. All reservation requests shall be received no later than 2:00 p.m EST on April 5, 2002. Email requests shall include the company name, the names of the attendees, and a specific contact person and phone number where they can be reached in case of emergency or schedule change. Depending on the amount of interest, additional site visits may need to be scheduled. Reservations will be made on a first-come-first-served basis. Alternate arrangements will not be made on an individual basis if an offeror is unable to attend a scheduled site visit. The tour is for informational purposes only and is not intended as a pre-proposal conference or question and answer session. Personnel attending the tour will be requested to submit questions on cards which will be collected but not answered during the tour. To the extent possible, tour related questions and responses will be provided on the Internet site.

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L.18 SUBMISSION OF PROPOSALS

(a) All proposals shall be submitted in the formats and quantities specified below:

Table of Contents

Volume I - Technical Proposal - one (1) original and three (3) copies, divided into 4 Sections, not to exceed a total of 50 pages in length:

- Section 1 - Program Approach
- Section 2 - Task Management Plan
- Section 3 - Experience/Past Performance
- Section 4 - Quality Assurance and Control

Volume II - Price/Cost Proposal - one (1) original and three (3) copies, divided into 4 Sections:

- Section 1 - Signed Standard Form 33
- Section 2 - RFP Section B, Schedule of Items (provide one electronic copy in Word or Excel with the original volume)
- Section 3 - Completed RFP Section K, Certifications and Representations
- Section 4 - Proposed Incentive Program (OPTIONAL)

Offeror's proposals shall be submitted on 8 ½ x 11" paper using single-spaced, single-column print. 11 x 17" (fold out) pages should be used at a minimum and shall count as 2 pages in the total page count. Proposals, including any graphs and charts, shall be submitted in a font no smaller than 10 pt.

(b) Proposals shall be submitted to the attention and address provided below no later than 2:30 p.m., local time, on ~~May 7~~~~April 30~~, 2002. Proposals received after the required time will be considered "late" and handled in accordance with FAR 52.215-1.

REGULAR U.S. MAIL

U.S. Patent and Trademark Office
Office of Procurement
Box 6
Washington, DC 20231
Attn: Ms. Sue Messina
RFP# 52-PAPT-2-01008

HAND DELIVERY/COMMERCIAL CARRIER (i.e. Federal Express, UPS, Airborne Express)

U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive, PK-1, Suite 810
Arlington, VA 22202
Attn: Ms. Sue Messina
RFP# 52-PAPT-2-01008

The REGULAR U.S. MAIL ADDRESS should be used only if mailing through the U.S. Postal Service.

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

L.19 PROPOSAL REQUIREMENTS

(a) Offerors are cautioned that the quality of their proposal and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the offeror intends to conduct contract performance. This will be taken into consideration throughout the evaluation process. Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable. The Government is not

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obligated to request additional information from any offeror in order to make determination of technical acceptability.

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(b) Proposals shall present an offeror's understanding of the scope of the procurement and an overall approach in providing the required services. General statements such as the offeror understands, the offeror can or will comply with the requirements, standard procedures will be used, well known techniques will be used, or that paraphrase the Statement of Work or Technical References in whole or in part will not satisfy the requirements concerning the content of a technical proposal and may serve as the basis for rejecting that offeror's proposal.

(c) Volume I, Technical Proposal, shall be submitted as follows:

(1) Section 1 - Program Approach

In this section, the offeror shall provide a program approach to provide the services in the Statement of Work that indicates the offeror's understanding of the requirement and their ability to accommodate fluctuating workloads. Offerors shall read the solicitation, and particularly Section C, carefully, and address the work requirements with the evaluation factors in mind (see Section M.5). Current Trademark processes and support systems are being re-engineered to support higher quality and substantially improved customer service. Therefore, offerors shall demonstrate their ability to be flexible enough and quickly adjust processes, personnel skill levels, and management to adapt to process changes. Offerors shall include a discussion of any planned subcontracting or teaming arrangements if awarded the contract. Offerors shall provide a transition and implementation plan that includes a start-up plan giving details regarding the recruitment, training, and hiring of personnel. Resumes of the proposed Program Manager and System/Technical Administrator for Scanning shall also be required.

(2) Section 2 - Task Management Plan

All work under the resultant contract will be initiated through Task Orders using the procedures of Section G.8, Task Order Implementation. To better assess the offeror's planned program approach, offerors shall provide a Task Management Plan in accordance with G.8 which shall include a price estimate breakdown by labor category. The Task Management Plan shall be for a period of two months (October - November, 2002) for the tasks outlined in Section J, Attachment J, and using the yearly estimates for workload volumes to calculate expected volumes for a two month period.

(3) Section 3 - Experience/Past Performance

Offerors shall provide summaries of performance and experience that meet the following criteria:

- Minimum of 5, maximum of 8, projects/contracts (preferably at least one Government)
- Similar in nature and magnitude to this acquisition
- Received or performed in the last 10 years and sufficiently mature to demonstrate Offeror performance and experience

If the offeror is proposing subcontractors, past performance summaries are permitted for the subcontractors but a majority of the past performance summaries must be for the offeror.

Past Performance information shall be provided using the following format:

FORMAT FOR PAST AND PRESENT PERFORMANCE AND EXPERIENCE SUMMARIES

1. Contract Name and Number: Identify the contract by name and by the Government-assigned contract number if appropriate. If the Offeror was a subcontractor, identify the aspects of the contract for which Offeror was responsible.

2. Client: Provide the complete name of the company or Government agency or department for which the project was performed.

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3. Contract Data: Provide the type of contract (Firm Fixed Price, Cost Plus, etc.), the dates between which the Offeror worked on the project, the total value of the project (cost to the client) and, if the Offeror was a subcontractor, the subcontract value, and the status of the project (completed, in process, etc.).

4. Prime Contractor and Subcontractors: Identify the company name and address of the prime contractor (if the Offeror was a subcontractor) and all subcontractors to the Offeror who worked on the project and had subcontracts valued over \$100,000. Identify those subcontractors the Offeror intends to use for this program.

5. Contact Information: In the following, to "identify" a person means to provide that individual's name, title, address, and telephone number. This information is required for each of the following individuals as relevant. If the same person functioned in multiple capacities on a project, repeat the information in each location. If the project did not include a category (e.g., subcontractor point of contact), so indicate. All contacts shall be current and reachable. Include the date on which the person was reached to verify that the contact is current and reachable. If a person cited cannot be reached at the telephone number provided, no further attempt will be made to reach that person, and the project experience will not be included in the evaluation of the proposal.

- Client Technical Contact Identify the person at the client agency or company who was the point of contact for offeror's technical efforts
- Client Contractual Contact Identify the contractual point of contact at the client agency or company for the offeror's efforts

6. Relevance: Justify the selection of this project as supporting offeror's qualifications for award of this contract. Show how the technical, quality control, and managerial aspects of the project are related to the work described in this RFP.

7. Narrative: Briefly describe the project, from technical, quality control, and managerial points of view. Describe processes used to perform technical, quality control, and managerial work. Describe any difficulties encountered and the methods used to overcome them. Identify any unique aspects of the project, or innovative approaches or methods used. Describe interfaces with the customer and with other contractors performing on the contract or with whom coordination was required.

To streamline the Government's past performance evaluation process, the offeror shall provide a Past Performance Questionnaire (RFP Section J, Attachment L) to each of the references included in their proposal for completion. The Government requires that the references submit the completed questionnaires directly to the Government's Contracting Officer by fax to (703) 308-5484, Attn: Sue Messina. It is the offeror's responsibility to contact each of their references and notify these references that the USPTO is requiring that the customers of companies responding to this solicitation be identified, their participation in the past performance evaluation process be requested, and shall ensure the references submit the completed Past Performance Questionnaire directly to the Government's Contracting Officer. ~~Completed Questionnaire's are due by the closing date for receipt of proposals; therefore, received after the closing date for receipt of proposals will be accepted, but~~ it is imperative that offerors advise their references that the Questionnaire be submitted and faxed in a timely manner. In the event that references are contacted by USPTO, the offeror shall ensure that these reference contacts have been authorized to respond to USPTO's inquiries related to this solicitation.

In accordance with FAR 15.305(iv), offerors without a record of relevant past performance or for whom information on past performance is not available will receive a neutral rating.

(4) Section 4 - Quality Control and Assurance System

Offerors shall submit a comprehensive Quality Control (QC) plan that establishes production-oriented quality goals and tracks performance against stated cycle time and accuracy goals in the Section J, Attachment J chart. The purpose of the QC plan should be to initiate and stimulate action. Emphasis should focus on error prevention rather

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than removal or correction. Offerors shall demonstrate how it will ensure cycle time and accuracy goals are achieved and how it will continually monitor them.

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(d) Volume II, Price/Cost Proposal, shall be submitted as follows:

(1) Section 1 - Signed Standard Form 33

(2) Section 2 - RFP Section B, Schedule of Items

Offerors shall submit a response to the unit price tables in Section B.1, Schedule of Items. The table should include all applicable labor categories necessary to perform the contract and fully burdened hourly labor rates. The unit price tables shall also be provided with one electronic copy in Word or Excel.

(3) Section 3 - Completed RFP Section K, Certifications and Representations

(4) Section 4 - Proposed Incentive Program (OPTIONAL)

Offerors have an opportunity to propose an incentive program for exceeding the performance standards outlined in Section J, Attachment J. The incentive program proposed by the offeror can be monetary or non-monetary in nature. The USPTO is looking for an innovative program that will be an effective motivator to improve quality and performance. An offeror's incentive program will not affect the total evaluated price of the offeror's price proposal but will be evaluated for its reasonableness and its value as an effective program. The USPTO may elect not to implement the offeror's incentive program or may choose to enter into negotiations with the successful offeror after award. In any case, the incentive program proposed by the offeror will not be a rated evaluation factor.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.217-05	Evaluation Of Options	July 1990

M.2 SINGLE AWARD

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

M.3 UNBALANCED OFFERS

The Government 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 cost to the Government, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

M.4 ~~AWARD WITHOUT DISCUSSIONS, COMPETITIVE RANGE DETERMINATION~~

The Government intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer 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 discussions are determined to be necessary by the Contracting Officer, the competitive range shall be determined on the basis of the offeror's response to the evaluation factors. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which 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. The USPTO may discontinue the evaluation of any proposal which is unacceptable because of the following:

- It does not represent a reasonable initial effort to address itself to the essential requirements of the RFP or clearly demonstrates that the offeror does not understand the RFP; or
- A substantial deficiency is inherent in the proposal and sufficient correction or improvement to consider the proposal acceptable would require virtually an entirely new proposal; or
- It contains major deficiencies or out-of-line costs which discussions with the Offeror could not reasonably be expected to cure.

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Proposals which do not include the data necessary for a thorough evaluation may be determined to be unacceptable as a result of the initial evaluation. The Government is not obligated to request additional information from any offeror.

M.5 EVALUATION CRITERIA

(a) The following factors will be used to evaluate offers:

FACTOR A - Program Approach

- Degree of understanding of critical success factors
- Offeror demonstrates realistic implementation to all areas within the SOW
- Viability of the transition and implementation Plan
- Planned Resources
- Qualifications of proposed Program Manager and System/Technical Administrator for Scanning

FACTOR B - Experience/Past Performance

- Relevant experience
- Customer satisfaction

FACTOR C - Quality Control and Assurance System

FACTOR D - Price/Cost

- Reasonableness
- Completeness

(b) FACTOR A - Program Approach

The USPTO will evaluate the offeror's ability to understand the USPTO environment and to supply the appropriate level of resources to perform all aspects of the statement of work. The offeror's overall program approach will indicate their degree of understanding of the requirement and critical success factors and their ability to accommodate fluctuating workloads. The USPTO will evaluate the viability and sufficiency of the offeror's transition and implementation plan. The offeror's Task Management Plan will be evaluated to assess their understanding of the requirement, planned resources and management structure. The resumes for the proposed Program Manager and System/Technical Administrator for Scanning will be reviewed to evaluate their qualifications.

(c) FACTOR B - Experience/Past Performance

The USPTO will evaluate the breadth and depth of the offeror's past and present experience. In particular, the USPTO will evaluate the offeror's past experience to determine the extent to which the offeror has performed work of similar size and magnitude. The USPTO will rely on past performance information provided by the offeror's references to assess customer satisfaction and the offeror's success on previous projects. The USPTO may also rely on past performance information based on their own personal experience or research.

(d) FACTOR C - Quality Control and Assurance System

This factor addresses the offeror's ability to provide an effective and comprehensive Quality Control and Assurance (QCA) plan that establishes production-oriented quality goals, tracks performance, covers all functional areas of the SOW, includes methods for error prevention, and ensures cycle time and accuracy goals are achieved and how it will continually monitor them.

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(e) FACTOR D - Price/Cost

The Price/Cost will be reviewed and analyzed in depth, but will not receive an evaluation rating. This factor evaluates the reasonableness and the completeness of the offeror's price/cost proposal and the price/cost of their Task Management Plan. If it is determined that an offeror's prices are unexplainably high, the offeror may be judged unrealistic and may be grounds for rejection of the proposal. Prices which are unexplainably low and represent a probable loss position for the offeror may be judged unrealistic and may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an improvident proposal. Since adequate price competition is anticipated, price reasonableness will be evaluated by comparing the proposed prices received in response to the solicitation. The price estimate provided with the offeror's Task Management Plan will be used to develop a realistic estimate of the costs of performance under conditions that will prevail during the contract performance. If award is made based on initial offers received, the USPTO may elect to incorporate the offeror's Task Management Plan provided with their proposal.

(f) Relative Importance of Evaluation Factors

The USPTO has determined that the combination of Factors A, B and C is significantly more important than Factor D. Factors A, B, and C are equal in importance and weight.

M.6 BASIS OF CONTRACT AWARD

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

(b) In evaluating proposals submitted in response to this solicitation, the USPTO will use a "best value" evaluation to determine which offer is most advantageous to the Government. That is, the USPTO will select the responsive, responsible offeror whose proposal offers the best value to the Government, price and other factors considered. In making this selection, the USPTO is more interested in obtaining superior quality, capabilities, and experience than in making an award at the lowest cost. By evaluating and comparing the strengths, weaknesses, deficiencies, and risks of each proposal, the USPTO shall determine what tradeoff promises the greatest value to the USPTO.

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

- determined to be responsible according to the standards of FAR Subpart 9.104.
- complies with all applicable laws and regulations and agrees to terms and conditions set forth in this solicitation.
- proposal is prepared according to instructions set forth in this solicitation and demonstrates the offeror's capability to perform the scope of work required.
- provides the best overall value to the USPTO as represented by a combination of technical, quality, past performance, and price factors.
- A certified Section 8(a) business

(d) The USPTO will not award a contract at a significantly higher overall cost to achieve slightly superior services. However, the USPTO reserves the right to award a contract at higher overall cost for significantly superior services. In assessing superior services, the USPTO may conduct a trade-off analysis giving consideration to the proposal that ensures high quality services.