

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS 15 CFR 350		RATING	PAGE OF 1 50 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. DOC-52-PAPT-08-01002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED(RFP)		5. DATE ISSUED	
7. ISSUED BY CODE U.S. Patent and Trademark Office Office of Procurement Mail Stop 6, P.O. Box 1450 Alexandria, VA 22313-1450		8. ADDRESS OFFER TO (If other than Item 7)					
Note In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository location in See Section L.3 until 2:00 P.M. Eastern Standard Time (EST), 6 March 2008. (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals See Section L, Provision No. 52.215-01. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION Call		A. NAME Teresa Kelley			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (571) 272-3262		
11. TABLE OF CONTENTS							
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X	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the tie specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS	
		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM 25. N/A	
24. ADMINISTERED BY (If other than Item 7)			CODE		25. PAYMENT WILL BE MADE BY U.S. Patent and Trademark Office Office of Finance, Mail Stop 17, P.O. Box 1450 Alexandria, VA 22313-1450		
26. NAME OF CONTRACTING OFFICER (Type or print) Jason E. Taylor			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT

This is a hybrid contract. CLIN 0001, and (if options are exercised) CLINs 1001, 2001, 3001, and 4001 are firm fixed price. Task Orders will be issued for CLIN 0002, (and subsequent years) 1002, 2002, 3002, and 4002 on a firm fixed price basis utilizing the fully loaded labor rates set forth below in accordance with G.4 Task Orders.

B.2 SCHEDULE OF PRICES

B.2.1 Base Period: 1 April 2008 through 31 March 2009

CLIN	Description	Unit	Qty	Unit Price	Total Price
0001	File Repository Maintenance Support Services	Month	12		

CLIN	Labor Category	Unit	Straight-Time Price	Overtime Price
0002A		Hour		
0002B		Hour		
0002C		Hour		
0002D		Hour		
0002E		Hour		
0002F		Hour		
0002G		Hour		
0002H		Hour		
0002I		Hour		
0002J		Hour		
0002K		Hour		
0002L		Hour		
0002M		Hour		

*Indicates a labor category subject to a Department of Labor Wage Determination under the Service Contract Act.

B.2.2 Option Period 1: 1 April 2009 through 31 March 2010

CLIN	Description	Unit	Qty	Unit Price	Total Price
1001	File Repository Maintenance Support Services	Month	12		

CLIN	Labor Category	Unit	Straight-Time Price	Overtime Price
1002A		Hour		
1002B		Hour		
1002C		Hour		
1002D		Hour		
1002E		Hour		
1002F		Hour		
1002G		Hour		
1002H		Hour		
1002I		Hour		
1002J		Hour		
1002K		Hour		
1002L		Hour		
1002M		Hour		

*Indicates a labor category subject to a Department of Labor Wage Determination under the Service Contract Act.

B.2.3 Option Period 2: 1 April 2010 through 31 March 2011

CLIN	Description	Unit	Qty	Unit Price	Total Price
2001	File Repository Maintenance Support Services	Month	12		

CLIN	Labor Category	Unit	Straight-Time Price	Overtime Price
2002A		Hour		
2002B		Hour		
2002C		Hour		
2002D		Hour		
2002E		Hour		
2002F		Hour		
2002G		Hour		
2002H		Hour		
2002I		Hour		
2002J		Hour		
2002K		Hour		
2002L		Hour		
2002M		Hour		

*Indicates a labor category subject to a Department of Labor Wage Determination under the Service Contract Act.

B.2.4 Option Period 3: 1 April 2011 through 31 March 2012

CLIN	Description	Unit	Qty	Unit Price	Total Price
3001	File Repository Maintenance Support Services	Month	12		

CLIN	Labor Category	Unit	Straight-Time Price	Overtime Price
3002A		Hour		
3002B		Hour		
3002C		Hour		
3002D		Hour		
3002E		Hour		
3002F		Hour		
3002G		Hour		
3002H		Hour		
3002I		Hour		
3002J		Hour		
3002K		Hour		
3002L		Hour		
3002M		Hour		

*Indicates a labor category subject to a Department of Labor Wage Determination under the Service Contract Act.

B.2.5 Option Period 4: 1 April 2012 through 31 March 2013

CLIN	Description	Unit	Qty	Unit Price	Total Price
4001	File Repository Maintenance Support Services	Month	12		

CLIN	Labor Category	Unit	Straight-Time Price	Overtime Price
4002A		Hour		
4002B		Hour		
4002C		Hour		
4002D		Hour		
4002E		Hour		
4002F		Hour		
4002G		Hour		
4002H		Hour		
4002I		Hour		
4002J		Hour		
4002K		Hour		
4002L		Hour		
4002M		Hour		

*Indicates a labor category subject to a Department of Labor Wage Determination under the Service Contract Act.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, vehicles, and services, except as otherwise specified, to perform the following tasks under File Repository Maintenance Support Services (FRMSS).

Note: The C&A requirements in H.13 Security Requirements For Information Technology Resources (PTO-11 Sep 2007) do not apply. A Security Accreditation Package is not required.

C.2 BACKGROUND

The U.S. Patent and Trademark Office (USPTO) maintains a File Repository, located in Springfield, VA, housing a variety of patent and trademark files that must be maintained in an organized and orderly fashion to facilitate timely retrieval and refiling. Daily pick-ups and deliveries of files are made throughout the USPTO Campuses in Arlington and Alexandria, VA. In addition, materials (e.g., boxes, files, etc.) are transported to and from the Federal Records Center (FRC) located in Suitland, MD.

The chart below identifies files currently maintained at the File Repository:

<i>Patent File Types</i>	<i>Trademark File Types</i>
• Abandonments	• Abandonments
• Defensive Publications	• Cancellations
• Interferences	• Interferences
• Designs	• Oppositions
• Patent Cooperation Treaty (PCT)	• Registrations
• Plant	
• Provisionals	
• Reexams	
• Reissues	
• Utility	
• Image File Wrappers (see C.3.11)	
• Artifacts (see C.3.12)	

The File Repository includes a combination of open-faced and boxed shelving configurations. The chart below identifies the approximate volume of files for each shelving type:

<i>Patent File Types</i>	<i>Trademark File Types</i>
Open-Faced Shelving 2,869,500 files	Open-Faced Shelving 3,400,500 files
Boxed Shelving 3,803,200 files	Boxed Shelving 53,100 files
IFW 231,200 boxes	

As the USPTO continues to migrate processes within the office, tasks and/or work volumes under this contract may be reduced, expanded, or eliminated. (See H.15 Change in Work Volumes.)

C.3 MANAGEMENT OF THE FILE REPOSITORY (CLINs 0001, and if options are exercised 1001, 2001, 3001, and 4001)

The accuracy and timeliness in fulfilling the tasks below is critical to customer satisfaction.

C.3.1 Ensuring Quality Control

The Contractor shall be responsible for quality control in the File Repository to include, but not limited to the following tasks:

- Safeguard all files, documents, and specimens maintained at the File Repository and those in their possession during transition to/from USPTO Arlington Campus, Alexandria Campus, or the FRC.
- Maintain files by file type and numeric sequence.
- Replace boxes containing files when existing boxes are worn or are in disrepair. The Government will provide replacement boxes. All files maintained in boxes should be of the same file type and in sequential order.
- Replace bar code labels when existing labels are no longer readable or have been torn off the file wrappers. The Government will provide replacement bar code labels.
- Forward unusable file wrappers (i.e., those beyond repairs) to the designated USPTO program office for replacement.
- Inventory files to update changes in location.

C.3.2 Delivering and Picking Up Files

The Contractor shall deliver and pick-up files to and from USPTO program offices located at USPTO's Arlington and Alexandria Campuses, File Information Unit (FIU) in Arlington, VA, See Section J for a list of pick up and delivery locations.

Location	No. of Daily Pick-Ups	No. of Daily Deliveries
Program Offices	2	2
File Information Unit	5	5
Federal Records Center	1	1

C.3.3 Fulfilling File Requests from USPTO Program Offices and the File Information Unit (FIU)

The Contractor shall fulfill file requests received from USPTO program offices and the FIU, which submits requests on behalf of the members of the public. Requests are predominantly received through the File Ordering System of the Patent Locating and Monitoring System

(PALM) and the Trademark Reporting and Monitoring System (TRAM). Requests may also be received through facsimile, e-mail, telephone calls, and paper documents.

In the event a requested file cannot be located within the File Repository, the requester shall be notified through the File Ordering System (FOS) or via telephone.

On average, 9,300 requests for patent files and 27,400 requests for trademark files are received each month.

The Contractor shall fulfill file requests by providing the requested files with a 97% or better accuracy level, or notify requestors when a file cannot be located, within eight working hours after the file request is received by the Contractor.

C.3.4 Returning Files to the File Repository

The Contractor shall pick up miscellaneous patent and trademark files from designated program areas at either of the USPTO's Campuses in Arlington and Alexandria, return files to the File Repository, inventory files to update their location, and refile files in their appropriate locations.

On average, 13,900 patent files and 30,400 trademark files are received each month.

Within eight hours after pick up, the Contractor shall refile 100% of the miscellaneous patent and trademark files in their appropriate locations within the File Repository with a 98% or better level of accuracy.

C.3.5 Fulfilling File Requests from the Federal Records Center (FRC)

Upon receiving a request for a file located at the FRC, the Contractor shall submit a request to the FRC for retrieval of the file within one working hour. The request may be submitted in electronic form or, in the event of system downtime, the request may be submitted through other media, such as facsimile, e-mail, telephone calls, and paper documents. The FRC will pull the requested file and place it in the USPTO's designated pick-up area. The Contractor shall pick-up the file from the FRC and inventory the file to update its location from the FRC to the File Repository. The FIU will generate a label, fax the label to the File Repository to be inventoried and updated into the File Repository's location. Retrieved FRC files shall be delivered to the requesting USPTO program office within four working hours after pick-up from the FRC. In the event that a file cannot be located at the FRC, the requester shall be notified by the USPTO.

On average, 250 requests for files located at the FRC are received each month.

The Contractor shall deliver files retrieved from the FRC within four working hours after pickup from the FRC providing the requested files with a 97% or better accuracy level.

C.3.6 Returning Files to the Federal Records Center (FRC)

The Contractor shall pick up at designated program areas FRC files being returned to the File Repository. The Contractor shall maintain FRC files returned from the USPTO program areas in the File Repository for thirty days before returning them to the FRC to better serve our customers in the event that the file is requested again.

The Contractor shall inventory FRC files within four hours after receipt at the File Repository to update their location and file them by type then numerical sequence in a designated area within the File Repository. After thirty days, the Contractor shall inventory the files to change their location to the FRC and transport the files back to the FRC. The Contractor shall never pick up a multiple box FRC file without also picking up the main file.

Within four hours after FRC files are returned the File Repository, the Contractor shall inventory and correctly file 98% or more of the FRC files in the designated area within the File Repository.

C.3.7 Filing Miscellaneous Papers and Specimens

The Contractor shall file all patent and trademark miscellaneous papers and specimens received at the File Repository. The USPTO will determine which papers and specimens require insertion in the files at the File Repository. The Contractor shall pick-up miscellaneous papers and specimens from designated USPTO offices and deliver the papers to the File Repository. Upon receipt in the File Repository, the Contractor shall two-hole punch each paper, retrieve the corresponding file, insert the paper in the file, and return the file to its appropriate location within eight working hours after pick up from the designated USPTO office.

On average, 30,000 trademark-related papers and specimens and 24,000 patent-related papers are received each month.

The Contractor shall file miscellaneous papers and specimens within the correct file with a 98% or better accuracy level.

C.3.8 Pulling Abandoned Trademark Files

The USPTO will determine which files and/or volume of files are to be pulled. The Contractor shall put the designated files into boxes, label the boxes as to their contents, and palletize the boxes. The USPTO will pick up the files from the File Repository.

On average, 115,000 trademark abandoned files are pulled for boxing each year.

The Contractor shall ensure 100% accuracy of all files pulled for boxing.

C.3.9 Retiring Files to the Federal Records Center (FRC)

The USPTO will send requests to the Contractor when files are to be retired to the FRC. Each request will contain specific timeframes in which the Contractor shall prepare and retire files to

the FRC. Preparing files for retirement includes inventorying each file to update its location from the File Repository to the FRC and packaging the files in boxes. Each box shall contain files of the same type in sequential order. Boxes shall be clearly labeled on the outside and prepared for transportation. In addition, the Contractor shall develop an organized tracking mechanism that clearly defines each box and its contents. The list shall then be used to prepare the official documentation required for retiring files to the FRC. The Contractor shall transport retired files from the File Repository to the FRC.

On average, the Contractor shall prepare 600 boxes containing patent files each week and transport them to the FRC.

The Contractor shall ensure 100% accuracy of all files pulled for retirement to the FRC.

C.3.10 Supporting the File Information Unit (FIU)

When files are delivered to the FIU, the Contractor shall inventory and sort them into numerical sequence for accessibility by the FIU's staff and public users within four hours. When files are to be returned to the File Repository, the Contractor shall inventory files and place them in mail bags for transport back to the File Repository within four hours.

On average, 7,200 files a month are received at the FIU and returned to the File Repository.

C.3.11 Processing Image File Wrappers

Image File Wrapper (IFW) is a system where patent applications and all related papers are scanned and tracked electronically. The IFW has replaced the paper file wrapper that holds all paper documents related to a patent application with an electronic equivalent of the paper file wrapper. After scanning, IFW documents are placed in boxes and sent to the File Repository for storage.

The Contractor shall fulfill all IFW box requests and deliver the requested IFW boxes to the requesting program area at the USPTO Campus in either Arlington or Alexandria within four hours after receipt of the request.

On average, 2,400 new IFW boxes are delivered to the File Repository each month for filing. In addition, the Contractor shall pick up on average 50 IFW boxes per day and deliver them to the File Repository for filing.

On average, 125 requests for IFW box retrieval are received each month.

The Contractor shall fill IFW requests by providing the requested IFWs with a 98% or better accuracy level. The Contractor shall ensure a 100% of all IFW boxes sent to the File Repository for storage are filed correctly.

C.3.12 Processing Artifacts

Artifacts are non-scanable items included in a patent application (e.g., videotapes, bound documents, CDs, etc.) and are stored in artifact folders. An artifact “folder” is the physical container (usually a folder, but on occasion, may be a box) that stores the artifact(s). On average, the Contractor shall fill 3,500 requests for artifact file folders each month.

The Contractor shall fulfill artifact file folder requests by providing the requested folder with a 97% or better accuracy level, or notify requestors when a folder cannot be located, within eight working hours after the request is received by the Contractor.

C.4 QUALITY CONTROL AND QUALITY ASSURANCE

FRMSS quality controls shall be implemented by the Contractor to ensure all tasks are performed with a strong emphasis on customer service and a high level of quality. The Contractor shall become a partner with the Government to achieve customer satisfaction and high-quality file maintenance. The Contractor shall submit to the USPTO within 30 days of contract award a comprehensive Quality Control (QC) plan that establishes performance-oriented quality measures to track performance against stated customer service goals and results.

The QC plan shall address quality assurance procedures to locate files marked “lost.” The QC plan shall also address quality assurance procedures for problem files in the 92H, 90H, or 92J0 staging locations in the File Repository. The contractor shall report system difficulties/errors resulting in files remaining in the “hold” location to both the COTR and System Coordinator. The Contractor shall follow-up on all reported system difficulties/errors to ensure resolution (i.e., system is properly updated to reflect current location of file).

C.5 SPECIAL PROJECTS (CLINs 0002, 1002, 2002, 3002, and 4002)

File Maintenance Special Projects, if needed, include, but are not limited to:

- Processing large volumes of base services in C.3 Management of the File Repository including, but not limited to delivering files from the File Repository, picking up files and returning them to the File Repository, and filing miscellaneous papers and specimens
- Reboxing files
- Inventorying all files at the File Repository
- Providing dual support during the relocation of the File Repository

SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

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

D.2 MARKING DELIVERABLES

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.246-04	Inspection of Services – Fixed Price	Aug 1996
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E.2 INSPECTION AND ACCEPTANCE

The Contracting Officer's Technical Representative (COTR) will perform inspection and acceptance services provided under this contract. The COTR will inspect the services provided by the Contractor on a random basis, approximately four (4) times per day, to ensure compliance with the performance and quality requirements specified in Section C. The COTR will document the results of the inspection and provide the Contractor with a copy of the results of the inspection.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

F.2 PERIOD AND PLACE OF PERFORMANCE

The period of performance of this contract is as follows:

CONTRACT PERIOD	PERIOD OF PERFORMANCE
Base Period	1 April 2008 – 31 March 2009
Option Period 1	1 April 2009 – 31 March 2010
Option Period 2	1 April 2010 – 31 March 2011
Option Period 3	1 April 2011 – 31 March 2012
Option Period 4	1 April 2012 – 31 March 2013

Unless otherwise specified, the place of performance shall be at USPTO File Repository, 6808 Loisdale Rd, Springfield, VA, and the USPTO Campuses in Arlington and Alexandria, VA.

During the term of the contract, the USPTO File Repository may be forced to relocate from the present 6808 Loisdale Road, Springfield, VA location, to a similarly sized facility elsewhere in the Washington metropolitan area. Should such a move occur, the contractor would not be responsible for relocating Government owned repository equipment, shelving, file, etc., as that task will be performed by a separate vendor. However, the contractor would be expected to participate in move-related planning activities.

In the event the USPTO is required to relocate from the Springfield location, it will be necessary for repository operations to successfully function out of two separate facilities for a multi-month period. The dual operations will likely result in the contractor having to supplement staff during all or a portion of the transition from one location to another. Additional tasks associated with a relocation of the File Repository will be accomplished via a task order. Although there is a recognition that supplemental funding may be required to support added staffing during dual operations, the repository contractor is expected to not only provide uninterrupted service during the transition period, but following a potential future relocation.

F.3 DELIVERY LOCATION

Shipment of deliverable items, other than reports, shall be to the USPTO locations listed in Section J, Attachment 1 and to the Federal Records Center, Suitland, MD.

F.4 PRINCIPAL PERIOD OF OPERATION

The principal period of operation shall be from 8:30 a.m. to 5:00 p.m., local time, Monday through Friday, except Federal holidays, unless otherwise specified. However, the Contractor has the flexibility to work before and after the principle period of operation hours, as the file repository is operational from 7:00 a.m. to 6:30 p.m.

F.5 MEETINGS

The Contractor's Project Manager shall attend a kick-off meeting with the Contracting Officer's Technical Representative (COTR) and the Contracting Officer (CO) within one week of contract award. Thereafter, program reviews will be scheduled as necessary.

F.6 REPORTS

Delivery of reports, unless otherwise specified, shall be by e-mail to the COTR and the Contracting Officer.

The Monthly Status report shall be delivered, via e-mail, to the COTR and the Contracting Officer by the 5th workday of each month. The Monthly Status report shall contain workloads for tasks in Section C, a quality control report, and operational issues. Other reports may be requested at the discretion of the COTR.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

(a) Contracting Officer's Technical Representative

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

(b) Contracting Officer

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

G.2 CONTRACTING OFFICER'S AUTHORITY

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

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

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

NAME: To be determined.
ADDRESS: To be determined.
PHONE NO: To be determined.

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

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

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 TASK ORDERS

All work under CLINs 0002, 1002, 2002, 3002, and 4002 shall be performed only after a fully executed task order is issued by the Contracting Officer and received by the Contractor. Each task order proposal should include a firm fixed price proposal based on previously negotiated fully burdened labor hour rates.

The work to be performed under 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. The Contractor is prohibited from performing any work not associated with an accepted task order. Work performed outside the scope of an approved task order is at the Contractor's own risk. Charges for any work not authorized shall be disallowed.

The designated Contracting Officer's Technical Representative (COTR) will initiate the task order process by preparing a statement of work (SOW). For each SOW, the contractor will provide a firm fixed price proposal. Once the task order price has been negotiated and agreed to

by all parties, the contractor shall submit a final firm fixed price proposal to the Contracting Officer who will then issue a task order.

Task orders shall not change any terms or conditions of the contract. Where any language in the task order suggests a change to the terms or conditions of the contract, the Contractor shall notify the Contracting Officer within five (5) calendar days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

The Contractor shall also:

- Provide the COTR with monthly status reports for each task order. The format of the reports will be specified in each individual task order.
- Provide oral and e-mail notice to the COTR of all problems that impact or potentially impact the completion of a task order.

G.5 INVOICING AND PAYMENT INSTRUCTIONS

(a) The Contractor shall only invoice for services rendered and deliverables furnished. For services performed for the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

(b) To constitute a proper invoice, each invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number (one per invoice);
- (3) Description, price, and quantity of each CLIN;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Production or other reports as required by the Government.

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

G.6 INVOICING/PAYMENT FREQUENCY

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

G.7 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer – Contractor Central Registration (Oct 2003), shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

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

G.8 GOVERNMENT-FURNISHED PROPERTY

A list of Government-furnished property may be found in Section J, Attachment 2.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PTO-04C SECURITY CLAUSE (APR 2006)

ACCESS TO GOVERNMENT FACILITIES

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

DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

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

GOVERNMENT FURNISHED DATA (IF APPLICABLE)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order.

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract.

Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

RIGHTS IN DATA (IF APPLICABLE)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code,

algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

SECURITY AND USAGE OF PATENT INFORMATION

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

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copy or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained there from except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

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

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

H.2 PTO-06C LIMITATION ON CONTRACTOR ADVERTISEMENTS (APR 2006)

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or

services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.3 PTO-08C PHYSICAL ACCESS (SEP 2006)

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

H.4 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate 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.

H.5 FEDERAL HOLIDAYS

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

New Year's Day
Martin Luther King, Jr. Birthday
President's Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Inauguration Day
Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

Should the contractor need to conduct any business on USPTO premises, 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, on-site work shall not be permitted when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <<http://www.opm.gov/status/>>).

Liberal Leave/Delayed Arrival/Early Dismissal do not constitute closing of Federal offices. The Contractor is expected to provide full coverage in accordance with established hours of operation unless otherwise notified by the COTR.

H.6 NO WAIVER OF DELIVERY SCHEDULE

- (a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default and (ii) Acceptance of delinquent deliveries.
- (b) Any assistance rendered to the Contractor on the contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

H.7 KEY PERSONNEL

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

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

H.8 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the 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.9 INSURANCE

The Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

H.10 COMPLIANCE WITH LAWS

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

H.11 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.

H.12 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

- (a) The Contractor shall obtain from the USPTO Office of Security Contractor identification passes which must be displayed by each Contractor employee while on USPTO premises. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

(1) 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. 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 and accepted by the USPTO Security Office within 14 days after the Subject's performance on the contract. During the investigative processing, each contract employee will be initially provided with a temporary badge good for 2 weeks and which each Contractor employee shall display while on USPTO premises.

(2) 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: i. Have official legal status in the United States; and ii. 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.

- (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 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 USPTO Director of Security, 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.13 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (PTO-11 SEP 2007)

CAR 1352.239-73 Security Requirements for Information Technology Resources - October 2006

(a) Applicability. This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce/USPTO sensitive non-national security or national security information contained in systems, or administrative control of systems that process or store information, that directly support the mission of the Agency.

(b) Definitions.

For purposes of this clause the term "Sensitive" is defined by the guidance set forth in: The Computer Security Act of 1987 (P.L. 100-235)

(<http://www.osec.doc.gov/cio/oipr/ITSec/csa-1987.html>), including the following definition of the term

(1) sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United

States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”

(2) For purposes of this clause, the term “National Security” is defined by the guidance set forth in:

- The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3 (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- The DOC Security Manual, Chapter 18 (<http://home.commerce.gov/osy/SecurityManual/SecurityManualContents2.pdf>).
- Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC/USPTO IT resources for all of the contractor’s systems that are interconnected with a DOC/USPTO network or DOC/USPTO systems that are operated by the Contractor.

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC/USPTO data, or to connect to DOC/USPTO networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (http://www.osec.doc.gov/cio/cio_it_policy_page.htm), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [insert agency or bureau specific guidance, if applicable].

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC/USPTO or interconnected to a DOC/USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts.

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its current employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The Contractor shall provide this written certification to the COR within 30 days of a new employee beginning work under the contract. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its

employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(h) The Contractor shall afford DOC/USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC/USPTO data or to the function of computer systems operated on behalf of DOC/USPTO, and to preserve evidence of computer crime.

(i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC/USPTO network or that DOC/USPTO data be stored or processed on them, the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with chapter 6 of the DOC IT Security Program Policy. Specifically, the Contractor shall:

(1) Within 14 days after contract receipt of direction from the CACG, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Standards and Guidelines. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Offeror's proposal or sealed bid that resulted in the award of this contract, and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer in consultation with the USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above, may result in termination of the contract.

(2) Upon approval, the Contractor shall follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed USPTO official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC IT Security Program Policy, section 6.3.1.2.

(j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

**H.14 SECURITY PROCESSING REQUIREMENTS FOR
CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A
DEPARTMENT OF COMMERCE/USPTO SITE (LOW RISK CONTRACTS)
(PTO-11 SEP 2007)**

**CAR 1352.237-72 Security Processing Requirements for Contractor/Subcontractor
Personnel Working on a Department of Commerce/USPTO Site (Low Risk Contracts)**

A. Investigative Requirements for Low Risk Contracts

Each person employed under this Low Risk contract shall undergo security processing by the USPTO Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce/USPTO owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor.

1. Non-IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – Special Agency Check (SAC)

2. IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
 - b. Contracts less than 180 days – National Agency Check and Inquiries (NACI)
3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE – formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States;
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows.

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF 85, Questionnaire for Non-Sensitive Positions, Form FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.
3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.
4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).
5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, Form OF-86C, by checking Block #7, Item I. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.
6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved contract start date as well as favorable or unfavorable finding of the suitability determinations.

D. Security Processing Requirements for Low Risk IT Service Contracts

Processing requirements for Low Risk IT Service Contracts are as follows.

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Form SF 85, Form FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Customs and Immigration Service (CIS). The COR must request the CIS check as a part of the NAC.

E. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental/USPTO facilities or IT

systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the Department/USPTO.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental/USPTO information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities.

F. Access to National Security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

H.15 CHANGE IN WORK VOLUMES

USPTO reserves the right to renegotiate prices at the time of option exercise if at any time during a one-year period of performance workloads for tasks under CLINs 0001, 1001, 2001, 3001, or 4001 increase or decrease by 20% or more.

H.16 ABILITYONE PROGRAM

The USPTO is committed to all socio-economic activities including the AbilityOne Program (formerly Javits-Wagner-O'Day (JWOD) Program). Therefore, the Contractor must team with a non-profit agency associated with the AbilityOne Program. The non-profit agency associated with the AbilityOne Program will provide a minimum of 5% of the employees required under this contract.

SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov>

NUMBER	TITLE	DATE
52.202-01	Definitions	Jul 2004
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Sep 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Jul 2006
52.204-09	Personal Identity Verification of Contractor Personnel	Sep 2007
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sep 2006
52.215-02	Audit and Records—Negotiation	Jun 1999
52.215-08	Order of Precedence—Uniform Contract Format	Oct 1997
52-219-06	Notice of Total Small Business Set-Aside	Jun 2003
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	May 2004
52.219-14	Limitations on Subcontracting	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Sep 2006
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Records on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Sep 2006
52.222-41	Service Contract Act of 1965, as Amended	Jul 2005
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option contracts)	Nov 2006
52.222-50	Combating Trafficking in Persons	Aug 2007
52.223-06	Drug-Free Workplace	May 2001
52.227-01	Authorization and Consent	Dec 2007

NUMBER	TITLE	DATE
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52.228-05	Insurance—Work on a Government Installation	Jan 1997
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-11	Extras	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003
52.233-01	Disputes Alternate I	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.233-04	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-02	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-03	Continuity of Services	Jan 1991
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes—Fixed Price Alternate II	Aug 1987
52.244-06	Subcontracts for Commercial Items	Mar 2007
52.245-01	Government Property	Jun 2007
52.249-02	Termination for the Convenience of the Government (Fixed Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.251-01	Government Supply Sources	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

I.2 CLAUSES INCORPORATED IN FULL TEXT

52.217-08 Option to Extend Services. (Nov 1999)

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

52.217-09 Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; 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.

52.219-28 Post-Award Small Business Program Representation. (June 2007)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The

Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code _____ assigned to contract number _____.
[Contractor to sign and date and insert authorized signer's name and title].

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (Dec 2004)

(a) Definition. As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

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

Employee Class	Monetary Wage—Fringe Benefits
File Clerk (0305)	GS-4/5
File Clerk (0305)	GS-5/6
File Clerk (0305)	GS-7

52.252-06 Authorized Deviations in Clauses (Apr 1984)

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

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment 1	Delivery Locations
Attachment 2	Inventory of Government Furnished Equipment (to be furnished upon award)
Attachment 3	Quality Assurance Surveillance Plan (to be furnished upon award)
Attachment 4	Wage Determination No. 2005-2103, Revision No. 4 dated 5 July 2007

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

K.1 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 493110.

(2) The small business size standard is \$23.5M.

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 CERTIFICATION

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

Signature: _____

Title : _____

Date : _____

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions to Offerors – Competitive Acquisition	Jan 2004
52.237-01	Site Visit	Apr 1984

L.2 PROVISIONS INCORPORATED IN FULL TEXT

52.216-01 Type of Contract (Apr 1984)

Using the flexibility of the Patent and Trademark Acquisition Guidelines, the Government contemplates award of a hybrid type contract. CLINs 0001, 1001, 2001, 3001, and 4001 will be ordered on a firm fixed-price basis. Should the Government require additional services, CLINs 0002, 1002, 2002, 3002, and 4002 will be ordered pursuant to the procedures set forth in G.4 Task Orders. The labor categories in CLINs 0002, 1002, 2002, 3002, and 4002 must consist of burdened (fully-loaded) labor rates and will not be subject to minimum or maximum quantity requirements.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

L.3 PROPOSAL PREPARATION INSTRUCTIONS

a. If you want to compete for the contract described in this request for proposals (RFP), then you must submit a proposal that includes the following: (1) an offer, (2) experience and past performance information, and (3) documentation supporting prices.

- b. Offerors are advised that they must follow the instructions in this section. If you do not understand these instructions, please contact Teresa Kelley at this email address: teresa.kelley@uspto.gov or 571-272-3262.
- c. The proposal shall be on 8 1/2" by 11" white paper, and on a CD or DVD formatted for Microsoft® Office 2000 (or newer) and formatted for 8 1/2" by 11" page with single-spaced print. Whether on paper, CD or DVD, do not use more than 12 characters per square inch or fonts smaller than 12 point. Any page limits are listed with the description of the elements of your proposal set out below.
- d. Submit one (1) original and three (3) copies of the paper proposal package and one copy of the CD or DVD.
- e. Do not submit any proposal information by facsimile or E-mail.
- f. All documents shall be delivered as a single package marked with the Solicitation No. **DOC52PAPT0801002** on the outside of the package.
- g. All proposal documents shall be received **no later than 2:00 p.m., Eastern Standard Time (EST), 6 MARCH 2008.**
- h. Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service

U.S. Patent and Trademark Office
ATTN: Teresa Kelley/DOC52PAPT0801002
Office of Procurement
Mail Stop 6, Madison East Building,
7th Floor, Rm. 7B05
PO Box 1450
Alexandria, VA 22313-1450

Hand carried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
ATTN: Teresa Kelley/DOC52PAPT0801002
Office of Procurement
Madison East Building, 7th Floor, Room 7B05
Alexandria, VA 22314-1450

Upon arrival at the USPTO campus, please phone
Terry Bearden on 571-272-8715.

- i. When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above. All visitor access to USPTO facilities is controlled by security. When hand-carrying proposals, Offerors must allow time to be processed through security.

L.4 OFFER

L.4.1 Offer to Perform

The completion and submission of the items of information in paragraph a below will constitute your offer to perform in accordance with the terms of this RFP. Our acceptance of your offer will create a binding contract between us.

Your offer must consist of the following:

1. A completed SF33, entitled "Solicitation, Offer and Award."
2. A completed Section B of the RFP, entitled "Supplies or Services and Prices/Cost."
3. A completed Section K (Representations and Certifications) and a printed copy of current representations and certifications from an Online Representations and Certifications Application (ORCA).
4. The résumés of the two (2) Key Personnel listed in Section H.7. A letter of commitment is required for any proposed Key Personnel not currently employed by the prime/subcontractor(s) committing the employee to work for the prime/subcontractor contingent upon award of the contract.

L.4.2 Experience

The Experience statement shall not exceed six (6) pages. This statement must address, at a minimum, experience in managing contracts similar in size and scope. The following information shall be included for each contract listed: name of client, title of contract, contract number, contract type, period of performance, total contract value, description of product/services, whether the Offeror was the prime or sub contractor.

The proposed Project Manager and Deputy Project Manager must have a minimum of five years of files or records management experience. Equally valuable is experience in the use of barcode technology and order fulfillment systems.

L.4.3 Past Performance

- a. List no more than six (6) Government or commercial contracts of similar size and scope within the last three (3) years. Be sure to include those discussed in Section L.4.2. Provide valid and current points of contact for the contract (Contracting Officer and COTR, or commercial equivalents). For each point of contact include a telephone number, e-mail address, and fax number.
- b. The Offeror should contact the references provided to request that they promptly respond to USPTO requests for past performance information should they be contacted by USPTO.
- c. The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements and to contact only those references.
- d. In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those

identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

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

L.4.4 Documentation Supporting Prices

Documentation submitted to support prices shall not exceed twenty (20) pages and shall include the basis for the price for each Contract Line Item showing all components that make up the price for each Contract Line Item, i.e., breakdown of direct labor costs by labor category, including number of labor hours and current actual hourly rates, cost breakdown of supplies, equipment costs and other direct and indirect costs.

Wage Determination No. 2005-2103, Revision No. 4, dated 5 July 2007, may be applicable to some of the labor categories that may be proposed under this requirement. If a proposed labor category is covered under the aforementioned Wage Determination, each Offeror must identify the proposed labor category that is covered and must state the applicable Wage Determination Labor Category.

Offerors must indicate the total number of employees belonging to a non-profit agency associated with the AbilityOne Program. Refer to H.16 AbilityOne Program.

L.5 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to teresa.kelley@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name of the question will not be published. **All questions regarding the RFP are due by 2:00 p.m. E.S.T. 13 February 2008.** Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.6 INCUMBENT CONTRACTOR

The incumbent contractor is: Natek, Inc., 21355 Ridgetop Circle, Suite 200
Dulles, VA 20166

L.7 AGENCY-LEVEL PROTEST PROCEDURES (PTO-10 MAY 2007)

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER

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:

Protest Decision Authority
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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

Office of the General Counsel
General Law Office
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

(FAX Number 571-273-0099)

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 Government Accountability Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

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

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

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

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

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

c. 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 15.506, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

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

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

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

L.8 PROHIBITION ON MULTIPLE PROPOSALS

An Offeror shall submit a maximum of one (1) proposal in response to the solicitation.

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 of the RFP.

L.10 AMENDMENTS TO PROPOSALS

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

L.11 PERIOD FOR ACCEPTANCE OF OFFERS

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

L.12 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) code for this acquisition is 493110.

L.13 ORAL PRESENTATIONS

The USPTO reserves the right to request oral presentations. If oral presentations are deemed necessary, the USPTO will limit the number of Offerors that make oral presentations to those Offerors deemed most likely to be considered for award. If oral presentations are held, the Contracting Officer will notify each Offeror of the date, time, and location of its oral presentation. The Key Personnel proposed in the résumés submitted with an Offeror's proposal will be required to make the oral presentation. Information communicated in the oral presentation will not become a part of any contract resulting from the solicitation. Oral presentations are not considered discussions.

L.14 SOLICITATION AMENDMENTS

Offerors shall be responsible for accessing the web page, Current Patent and Trademark Office Acquisition Projects, at <<http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>> for any changes to the solicitation. All changes will be posted at this location.

SECTION M – EVALUATION FACTORS FOR AWARD

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

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

Clause	Title	Date
52.217-5	Evaluation of Options	July 1990

M.2 BASIS OF CONTRACT AWARD

The Government intends to award a contract resulting from this solicitation to the responsive, responsible Offeror whose proposal, including all options, contains the combination of non-price and price factors offering the best overall value to the USPTO after evaluation in accordance with the factors in the solicitation. This will be determined by comparing differences in the USPTO evaluated value of each Offeror's non-price and price factors. The USPTO shall determine what tradeoff among non-price and price factors promises the greatest value to the USPTO within the confines of the relative importance of the evaluation factors. The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. As the non-price features become equal, the evaluated price increases in relative importance. The USPTO will not make an award at a significantly higher price to acquire slightly superior features.

Evaluation Factors

(1) The USPTO will evaluate and make award based upon the evaluation criteria provided below:

- A. Experience
- B. Past Performance
- C. Price

(2) Factor A is more important than Factor B. When combined, Factors A and B are approximately equal to Factor C.

(3) The firm fixed price of CLINs 0001, 1001, 2001, 3001, and 4001 and the labor hour prices of CLINs 0002, 1002, 2002, 3002, and 4002 will be evaluated. All CLIN subtotals will then be added together to arrive at a total proposed evaluated price.

M.3 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In accordance with the Patent and Trademark Office Acquisition Guidelines (PTAG), the USPTO reserves the right to conduct discussions with only the highest rated Offeror in the competitive range as opposed to the procedures set forth in FAR 15.306(d). If the USPTO Contracting Officer is unable to reach agreement with this Offeror, discussions will be initiated with the next highest-rated Offeror. This process will continue until those firms remaining in the competitive range have been considered. If agreement cannot be reached, discussions may be re-opened with all firms in the competitive range or the solicitation may be canceled. The PTAG is available for reference at: <http://www.uspto.gov/web/offices/ac/comp/proc/ptagfdrg.pdf>.