

**United States Patent and Trademark Office
 Nationwide Workforce Temporary Housing Program
 Combined Synopsis/Solicitation – DOC52PAPT1200055**

The United States Patent and Trademark Office (USPTO) intends to establish a Blanket Purchase Agreement (BPA) to fulfill its requirement to obtain commercially available temporary housing for USPTO employees on long term temporary duty (TDY) assignment in Detroit, Michigan and other locations which have yet to be formally determined. The Nationwide Workforce Temporary Housing Program requires specific criteria to be met, in order to maintain a successful program. The USPTO has a requirement for commercial, temporary housing consisting of safe, convenient, and well-maintained premises as described below (Figure 1 Minimum Apartment Requirements).

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; electronic proposals are being requested and a written solicitation will not be issued.

The solicitation number is DOC52PAPT1200055. The solicitation is issued as a Request for Quote.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-05-56.

This is a full and open acquisition utilizing the Simplified Acquisition Procedures, FAR Part 13 to the maximum extent possible. The associated North American Classification System (NAICS) code is 531110 – Lessors of Residential Buildings and Dwellings. The USPTO reserves the right to cancel the BPA for any reason including: poor performance, and/or if the company’s prices are determined to be no longer competitive.

Scope of Work

All proposed properties are required to meet the minimum requirements in order to provide adequate housing for USPTO managers on long term tour of duty (TDY). The minimum mandatory requirements include the following:

Figure 1 Minimum Apartment Requirements

	Description	Required/Optional
Geographic Location	Within a 25 mile radius of 300 River Place Drive, Detroit, Michigan 482207	Required

	Description	Required/Optional
Geographic Accessibility	Public transportation, restaurants, diverse shopping, and local attractions are typically within a 2 or 3 mile radius from the complex	Required
Property Construction (Urban)	High-rise	Optional
Property Construction (Suburban)	Garden style Mid-rise	Required
Community Features	Meeting rooms, recreational/fitness facilities, pool (among other premium amenities)	Required
On-Site Gym	Fully equipped fitness center	Required
Front desk	24/7 + Concierge	Optional
Pet Friendly	Cats and Dogs	Required
Apartment Size	One bedroom with a den	Required
Number of Units	5 in one location	Required
Apartment Finishes & Appliance Grades	Renovated and well maintained	Required
Kitchen Appliances (Stove, Oven, Microwave, Refrigerator, Freezer)	Updated appliances	Required
Furniture Standard	Premium: executive level furnishings	Required
Housewares/ Linen Standards	All inclusive (Dishes, utensils, sheets, vacuum, etc.)	Required

	Description	Required/Optional
Washer & Dryer	In-unit	Required
Televisions	Flat screens	Optional
Cable TV	Standard Cable Package	Required
Internet Access (Wired and Wireless)	Reliable Hi-Speed Internet	Required
Entrance to Apartment	Private	Required
Facility Support Systems	Central heating, ventilation, and air conditioning	Required
Parking	Off street	Required
	Covered	Required
Housekeeping	Bi-weekly	Required
Emergency Maintenance	24 hour service	Required
Turn Key Service	Cleaning services as requested for new tenants	Required
Billing	Utilities, convenience offerings, cable, internet, phone service and parking included in price	Required
Floor Plans	Multiple floor plans available with varying square footage	Required

The offeror will be expected to provide contact and confirmation support during reservation and occupancy stages. Offerors must be available via telephone, fax, and internet (web site and email). Emergency contact personnel information shall be available 24 hours a day, 365 days a year.

The offeror shall provide one consolidated monthly bill for all housing provided within the preceding month.

The offeror must be in compliance with Federal, State and Municipal Health Codes. When presented with a request, the offeror shall make reasonable accommodations for disabilities.

All apartments shall be identified as non-smoking or smoking units before a tenant is assigned to the unit. Location(s) where smoking is allowed must be available at designated areas within the apartment compound.

All properties are to be in full compliance of the Hotel and Motel Fire and Safety Act of 1990 throughout the term of the contract. Each proposed property must have a current and valid certificate of occupancy.

The offeror must have in all buildings, view ports, deadbolts and secondary locks on apartment exterior doors. A primary lock is defined as a device that permits a guest to enter a unit using some form of key and allows the door to be locked while the unit is occupied and when the guest leaves the unit. Pass keys assigned to appropriate staff members will function to operate only these locks.

A secondary lock is defined as a deadbolt-locking device with a throw that extends at least one inch from the edge of the door. Deadbolt master keys will only be available to top management and security personnel.

The offeror shall provide a Quality Assurance Plan (QAP) after award and shall implement it in order to meet or exceed the quality standards described in this section. According to this plan, the offeror will administer a quality assurance program and will provide examples of its successful application upon request. (Examples may include such things as customer comment cards and records of staff training implemented as a result of customer recommendations.)

The offeror's QAP shall include inspection of all apartments prior to the arrival of a new tenant to assure all systems are working properly and the apartment, furnishings and appliances meet the highest standards of cleanliness and serviceability. The offeror will also have a mold and pest abatement program to assure that all apartments are free from these hazards.

Any report of mold or pests must be immediately assessed by a certified technician who will provide written assurance that the problem has been properly addressed. Any apartment reported to have mold will be removed from use until a certified technician has provided written guarantee that the apartment is free of harmful levels of mold. The USPTO will not be responsible for any additional charges associated with abatement programs.

The records of inspections, customer satisfaction forms and customer complaint forms shall be kept and made available to the Government throughout the base year and through all option years until final settlement of any claims under this contract. At that time, the offeror will turn over these records to the Government as requested. Customer satisfaction shall be above the 90th percentile in all customer satisfaction instruments utilized.

The offeror will have and adhere to an established renovation plan for continued maintenance and upkeep of the facility and apartments after award. The plan should at a minimum include room furnishings, facility support system (heating, ventilation and air conditioning) and appearance of public areas. The offeror will adhere to all terms and conditions of the contract during all renovations occurring during the performance of the base year and all subsequent option years. All permits and certificates of occupancy will be the responsibility of the offeror.

The USPTO will not be responsible for any additional charges due to this renovation plan.

Tenant Accommodation during Renovation. USPTO employees are not to be assigned to apartments undergoing renovation other than routine preventive maintenance during the term of occupancy. At no time will renovation or preventive maintenance commence in an apartment occupied by a USPTO employee without prior notification to the concerned employee.

The offeror will also inform the Contracting Officer Technical Representative (COTR) of planned renovations. The offeror will provide alternate accommodations to long-term tenants' if/when major renovations are required on their units during their term of occupancy. When such relocation is required for renovation, the offeror will provide sufficient notice and moving assistance.

Instructions to Offerors:

The provision at FAR Part 52.212-1 Instructions to Offerors – Commercial Items applies to this acquisition. Quote packages are not to exceed forty (40) pages in length inclusive of the required submissions identified below. In addition, Offerors are required to submit:

- (1) Brief capabilities statement not to exceed ten (10) pages, detailing the proposed properties and a full list of amenities offered at the proposed properties within a twenty-five (25) mile radius from the Elijah J McCoy Satellite Office located at 300 River Place Drive, Detroit, Michigan 482207. The capabilities statement must include a primary and a secondary proposed property along with their respective floor plans.
- (2) Self-certification letter, not to exceed five (5) pages (1) certifying that the offeror is not a fourth party broker and/or agent in the apartment leasing industry; (2) certifying that five (5) units can be reserved at each proposed properties (see figure 1); and (3) certifying that the criteria in Figure 1 can be met at the proposed properties.
- (3) Sample lease applicable to the offeror's properties. If a lease is not required as a result of a contract issuance, the offeror shall so state in its proposal.

Figure 2 (subject to change)

Periods of Performance	Number of Units Needed	Lease Length	Per Unit Cost	Price
July 1, 2012 – June 30, 2013	3	12 months		
July 1, 2012 – September 30, 2012	1	3 months		
September 1, 2012 – June 30, 2013	1	10 months		
February 1, 2013 – April 30, 2013	2	3 months		
March 1, 2013 – June 30, 2013	2	4 months		
July 1, 2013 – June 30, 2014	4	12 months		
Total				

(4) Past performance references to include the following information:

- The name of the federal agency and/or commercial entities.
- An agency contact.
- A brief description of the customer solution.

- List of a minimum of three (3) customers.
- Experience must be related to the temporary housing requirement.

(5) Pricing data for each proposed property utilizing Figure 2 to include convenience service packages (standard package, premium package, etc.) not exceeding the daily government per diem rate of \$91 is required for submission. Provide a detailed price break down for the requirements identified in Figure 2.

Evaluation Information:

The provision at FAR Part 52.212-2 Evaluation – Commercial Items will be used to evaluate offerors for awarding a single BPA. The Government intends to award one (1), five (5) year (base and four (4) options) BPA from this solicitation to the most responsible offeror whose offer conforming to the solicitation will be the most advantageous, representing the best value to the Government, price and other factors considered. The USPTO shall determine what tradeoff among these factors provides the greatest value to the USPTO. The following factors in descending order of importance shall be used to evaluate offers:

Factor	Description
Technical Capabilities	The following items will be evaluated: <ul style="list-style-type: none"> (1) Certification letter for each property proposed (2) Brief Capabilities Statement (3) Convenience Offerings Services included in the various levels of packages. (Packages include but are limited to the type of furniture sets, levels of cable packages, available schedules for housekeeping services, etc.)
Past Performance	Past Performance: (Past performance is a measure of how well a company performed under previous opportunities and how relevant those references are to the stated requirements). The Government intends to make a subjective assessment of the relevance of the offeror’s references and how well the offeror has performed in the past. All past performance references shall include the following information: <ul style="list-style-type: none"> • Minimum of Three (3) past performance references relevant to the Temporary Housing requirement.
Price	The following items will be evaluated: <ul style="list-style-type: none"> (1) Proposed prices (must not exceed

	<p>Government Per Diem Rates of \$91 per day).</p> <p>(2) Detailed price breakdown for the requirements identified in Figure 2.</p>
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Make “Best Value” Determination and Award Contract:

The USPTO will make a best value determination across all Offerors’ proposals. In making this determination, the USPTO is more concerned with obtaining superior technical capabilities and past performance than with making an award at the lowest overall price to the USPTO.

However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior services and past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior technical capability and past performance. As proposals become more equal in non-price factors, the evaluated price increases in relative importance.

Offerors must be registered in the Central Contractor Registration (CCR, at www.ccr.gov) in order to be eligible for award.

Offerors must include a completed copy of the provision at FAR Part 52.212-3 Offeror Representations and Certifications – Commercial Items applies to this acquisition.

The clause at FAR Part 52.212-4 Contract Terms and Conditions – Commercial Items applies to this acquisition.

The clause at FAR Part 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items applies to this acquisition.

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

✓ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

- ✓ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ✓ (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- ✓ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).
- ___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (11) [Reserved]
- ___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

- __ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- _✓_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _✓_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- _✓_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- _✓_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- _✓_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (32) [52.222-37](#), Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- __ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (34) [52.222-54](#), Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- __ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- __ (ii) Alternate I (Dec 2007) of [52.223-16](#).
- __ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- __ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- __ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Mar 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
- __ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- __ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- __ (iv) Alternate III (Mar 2012) of [52.225-3](#).
- __ (41) [52.225-5](#), Trade Agreements (Mar 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- _✓_ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

- ___ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- ___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- ___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (Jan 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

The clause at FAR Part 52.217-9 Option to Extend the Term of the Contract applies to this acquisition.

The clause at FAR Part 52.232-18 Availability of Funds (APR 1984) applies to this acquisition.

Authority to Obligate the Government:

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

Contracting Officer's Authority:

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

Contracting Officer's Technical Representative (COTR):TBD

(a) 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. The COTR is located at the U.S. Patent and Trademark Office, 600 Dulany St., Alexandria, VA 22314.

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

1. The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and is the technical liaison with the contractor. The COTR is also responsible for the final inspection and acceptance of all responsibilities that are specified in the contract.
2. The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that 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. An alternative COTR may be named by the Contracting Officer, in the absence of the COTR.

PTO-03 USPTO INVOICES:

Invoices should be submitted:

By mail to:

U. S. Patent and Trademark Office

Mail Stop 17

P.O. Box 1450

Alexandria, VA 22313-1450

By fax to: 571 273-6400

By e-mail to: OfficeofFinance@uspto.gov

The following correct information constitutes a proper invoice and is required as payment documentation:

1. Name of vendor and invoice date (vendors are encouraged to date invoices as close as possible to the date of mailing or transmission).
2. Purchase order number; assignment of an invoice number by the vendor is recommended.
3. Description, price, and quantity of property and services actually delivered or rendered.
4. Shipping and payment terms.
5. Other substantiating documentation or information as required by the contract.
6. Name (where practicable), title, telephone number, and complete mailing address.

Inspection, Quality Assurance, and Acceptance:

- A. The Contractor shall provide and maintain an inspection system acceptable to the Government. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer periods as may be specified elsewhere in the contract.
- B. Inspection and final acceptance for any delivered item is subject to the quality assurance provisions of all pertinent clauses in this contract. Final acceptance of all responsibilities shall be under the direction of the Contracting Officer's Technical Representative (COTR).

Questions shall be submitted to Tashiana.Carter@USPTO.GOV no later than 3:00 PM EST, Tuesday, April 17, 2012. Answers will be posted by 5:00 PM EST, Thursday, April 19, 2012. Quotes are due no later than 3:00 pm EST, Tuesday, April 24, 2012, and shall be submitted electronically to: Tashiana Carter at the following email address:

Tashiana.Carter@USPTO.GOV.

The point of contact for this solicitation is:

Tashiana Carter
600 Dulany Street
Alexandria, VA 22314
Tashiana.Carter@USPTO.GOV
571-272-4202

This solicitation shall not be construed as a commitment of any kind.