

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS 15 CFR 350		RATING D	PAGE OF 1 58 PAGES		
2. CONTRACT NO.	3. SOLICITATION NO. DOC-52-PAPT-07-01020	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED(RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO. N/A		
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.4 until 2:00 P.M. Eastern Standard Time (EST), 12 July 2007. (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION Call D		A. NAME Teresa Kelley		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (571) 272-3262			
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 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)		D	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
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) Page A. Etzel				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

A Firm Fixed Price contract is contemplated.

B.2 CONSIDERATION AND PAYMENT

The contractor shall provide the services and supplies at the firm fixed prices identified in Section B.3. For CLINs with a unit of "copy," the Government shall pay the contractor the unit price listed times the number of copies produced each month. Estimates of the number of copies that may be made are estimates only, and the Government makes no representation that the estimated quantities will be required or ordered. The Contractor hereby acknowledges this fact and agrees to ensure that adequate supplies are available for all machines managed in order to meet the performance requirements specified in Section C.

B.3 SCHEDULE OF PRICES

B.3.1 Base Period - 29 September 2007 - 28 September 2008

CLIN	Description	QTY	Unit	Unit Price	Total
0001	Management of Operation: Project Management, Key Operator Service, Public Assistance, Management of Gov't Furnished Equipment Access Units	12	Month		
0002	48 Digital Photocopiers - Use and Maintenance Brand: _____ Model: _____	12	Month		
0003	Photocopier Supplies. (Est. Vol. 907,975)	1	Copy		
0004	14 Reader-Printer Use and Maintenance Brand: _____ Model: _____	12	Month		
0005	Reader-Printer Supplies (Est. Vol. 6,950)	1	Copy		
0006	Relocation of Equipment (Photocopier or Reader-Printer)	1	Each		
Total					

B.3.2 Schedule of Prices - Option Period I - 29 September 2008 - 28 September 2009

CLIN	Description	QTY	Unit	Unit Price	Total
1001	Management of Operation: Project Management, Key Operator Service, Public Assistance, Management of Gov't Furnished Equipment Access Units	12	Month		
1002	48 Digital Photocopiers - Use and Maintenance Brand: _____ Model: _____	12	Month		
1003	Photocopier Supplies. (Est. Vol. 907,975)	1	Copy		
1004	14 Reader-Printer Use and Maintenance Brand: _____ Model: _____	12	Month		
1005	Reader-Printer Supplies (Est. Vol. 6,950)	1	Copy		
1006	Relocation of Equipment (Photocopier or Reader-Printer)	1	Each		
Total					

B.3.3 Schedule of Prices – Option Period II – 29 September 2009 – 28 September 2010

CLIN	Description	QTY	Unit	Unit Price	Total
2001	Management of Operation: Project Management, Key Operator Service, Public Assistance, Management of Gov't Furnished Equipment Access Units	12	Month		
2002	48 Digital Photocopiers – Use and Maintenance Brand: _____ Model: _____	12	Month		
2003	Photocopier Supplies. (Est. Vol. 907,975)	1	Copy		
2004	14 Reader-Printer Use and Maintenance Brand: _____ Model: _____	12	Month		
2005	Reader-Printer Supplies (Est. Vol. 6,950)	1	Copy		
2006	Relocation of Equipment (Photocopier or Reader-Printer)	1	Each		
Total					

B.3.4 Schedule of Prices - Option Period III - 29 September 2010 - 28 September 2011

CLIN	Description	QTY	Unit	Unit Price	Total
3001	Management of Operation: Project Management, Key Operator Service, Public Assistance, Management of Gov't Furnished Equipment Access Units	12	Month		
3002	48 Digital Photocopiers - Use and Maintenance Brand: _____ Model: _____	12	Month		
3003	Photocopier Supplies. (Est. Vol. 907,975)	1	Copy		
3004	14 Reader-Printer Use and Maintenance Brand: _____ Model: _____	12	Month		
3005	Reader-Printer Supplies (Est. Vol. 6,950)	1	Copy		
3006	Relocation of Equipment (Photocopier or Reader-Printer)	1	Each		
Total					

B.3.5 Schedule of Prices - Option Period IV - 29 September 2011 - 28 September 2012

CLIN	Description	QTY	Unit	Unit Price	Total
4001	Management of Operation: Project Management, Key Operator Service, Public Assistance, Management of Gov't Furnished Equipment Access Units	12	Month		
4002	48 Digital Photocopiers - Use and Maintenance Brand: _____ Model: _____	12	Month		
4003	Photocopier Supplies. (Est. Vol. 907,975)	1	Copy		
4004	14 Reader-Printer Use and Maintenance Brand: _____ Model: _____	12	Month		
4005	Reader-Printer Supplies (Est. Vol. 6,950)	1	Copy		
4006	Relocation of Equipment (Photocopier or Reader-Printer)	1	Each		
Total					

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, supplies, equipment, and services to perform the work and meet all performance standards as specified in the Statement of Work.

C.2 BACKGROUND

- 2.1 The U. S. Patent and Trademark Office (USPTO), Office of Corporate Services is responsible for providing digital photocopiers, reader-printers, and customer ordering workstations to public users of the USPTO Public Search Facility, Trademark Paper Facility, File Information Unit (FIU), Trademark Assistance Center (TAC), Scientific and Technical Information Center (STIC), Biotechnology-Chemical Library, Office of Patent Publications, the Customer Service Window, and the Office of Finance (employee use only).
- 2.2 Equipment access units are attached to the photocopiers and reader-printers that allow public users to make copies on the machines after magnetic cards are inserted. Dollar values are encoded on magnetic cards based on payment by members of the public. The dollar value is displayed on the equipment access units after the cards have been inserted. The equipment access units deduct a preset charge from the magnetic cards for each copy made.

C.3 SCOPE OF WORK

- 3.1 The USPTO requires the contractor to provide support to public users and others located throughout the USPTO campus in Alexandria and Arlington, VA. This includes providing sufficient and qualified management personnel, dedicated technicians, and key operators to provide overall project management of Government and Contractor furnished equipment, key operator services, and public assistance.
- 3.2 The contractor shall provide digital photocopiers and microfilm reader-printers along with cables and harnesses for the Government-furnished Digital Access Control (DAC) equipment access units.

C.4 DEFINITIONS

- 4.1 **Downtime:** Downtime is any time during which: a machine is unable to produce copies of acceptable quality; a machine fails to make copies; a machine is out of paper, toner or any other supply; or a machine's equipment access unit malfunctions (except when all spare equipment access units are in use). Downtime does not include time during which a machine is inoperable due to

scheduled preventive maintenance, accident, neglect, misuse, failure or interruption of electrical power, or failure of air conditioning or humidity controls.

- 4.2 **Equipment Access Unit:** A magnetic card reader attached to a photocopier or reader-printer which allows the user access to make copies after a magnetic card is inserted into the unit and read.
- 4.3 **Maintenance:** Maintenance includes all labor, parts, service, and repairs necessary to maintain proper operation of all photocopiers, microfilm reader-printers, and equipment access units during contract performance. It does not include repair of damage resulting from accident, neglect, misuse, failure or interruption of electrical power, or failure of air conditioning or humidity controls.
- 4.4 **Meter Reading:** A reflection of the number of copies made on each digital photocopier or reader-printer.
- 4.5 **Effectiveness Level:** Percentage of total hours of required operation the contractor furnished equipment must function.
- 4.6 **Total Monthly Hours of Required Operation:** The total number of hours per month each machine should function in accordance with the machine location and hours of operation. For example, for a machine in a location with performance hours of 8:00 AM to 8:00 PM (twelve hours), in a month with 22 workdays, the total hours of required operation for that month would equal 264 hours.

C.5 PERSONNEL

- 5.2 The Contractor shall designate an individual as Project Manager who shall be responsible for ensuring acceptable performance of all assigned tasks. The Project Manager shall have at least five years' experience managing the same or similar projects. The Project Manager shall have full authority to act for the Contractor and shall spend 100 percent of his/her time during duty hours on work to be performed under this contract. The Project Manager or a designated representative shall be available to meet with the Contracting Officer's Technical Representative (COTR) to discuss problems as they arise. The Project Manager or a designated representative shall respond within four (4) working hours after receiving notification that such a meeting is required. The Project Manager or a designated representative shall be on call between the hours of 8:30 AM and 5:00 PM on all Government workdays. The Project Manager shall be empowered to make daily decisions to ensure that day-to-day operation is as smooth as possible.
- 5.2 The Contractor's personnel must be readily recognizable as such while in USPTO facilities. The Contractor shall provide the COTR with a list of employees authorized to work at the USPTO facilities. The USPTO will provide the

Contractor's personnel with USPTO identification badges. Further, the Contractor shall be responsible for acquiring an appropriate number of company badges at his/her own expense. It is mandatory for the Contractor's personnel to wear both the company badge which clearly indicates the company name and the employee's name (the employee's picture is optional) along with the USPTO identification badge. USPTO identification badges must be returned to the COTR upon separation of an employee or upon completion of the contract. The Contractor's employees shall also wear some type of uniform or smock so as to identify themselves to the public. The uniform or smock must have the Contractor's company name on it in plain view.

C.6 PREMISES

- 6.1 On regular workdays, the Contractor shall have access to USPTO premises during the hours of 7:30 AM and 8:00 PM in all areas except the FIU in which hours of access shall be between 6:30 AM and 7:30 PM.
- 6.2 With the exceptions noted in the preceding section 6.1, the Contractor shall not be permitted on the USPTO premises during USPTO security hours (8:00 PM to 6:00 AM) or on weekends or on Federal holidays or their equivalent except by prior approval of the COTR. To receive approval, the Contractor must submit a request in writing which lists, as a minimum, the names of the individuals who will be working, the nature of the work, and the area(s) where work will be performed.
- 6.3 The Government will provide limited office space and a storage room for supplies.
- 6.4 The Government will provide telephones for use in communicating with the COTR. Telephones shall not be used for personal calls by Contractor employees.

C.7 MANAGEMENT OF OPERATION

7.1 PROJECT MANAGEMENT

7.1.1 Management of the overall operation shall be the responsibility of the Contractor. The Contractor shall provide, maintain and furnish supplies for the following equipment in approximately nine (9) separate USPTO locations:

- 48 Contractor furnished photocopiers
- 14 Contractor furnished reader-printers
- 5 Government furnished customer ordering workstations

- 7.1.2 The Contractor shall ensure that all equipment is operational at the beginning of each working day.
- 7.1.3 The Contractor shall provide a staff of qualified and trained management personnel, key operators, and service technicians in sufficient numbers to actively and efficiently service and support the scope and population of equipment under the contract.
- 7.1.4 The Contractor shall provide a training plan for all personnel who will be dedicated to the contract. The training plan shall ensure that dedicated personnel can efficiently and effectively provide service and support the scope and population of equipment covered under this contract at all times.
- 7.1.5 The contractor shall ensure that all photocopiers and reader-printers are turned on five minutes before the opening of each area and turned off five minutes before the closing of each area.

7.2 **KEY OPERATOR SERVICE**

- 7.2.1 The Contractor shall provide full time, on-site key operators to maintain operation of all digital photocopiers, microfilm reader-printers, and customer ordering workstations to provide satisfactory services under the contract during all hours of operation. The key operators shall perform minor maintenance procedures such as removing paper jams and replenishing all supplies, including paper, in all photocopiers and reader-printers as needed. The public users will actually make the copies; however, the contractor is responsible for keeping all equipment ready for operation during the hours of operation.
- 7.2.2 The Contractor shall provide a Lead Key Operator to support the operation of the digital photocopiers in the FIU. The Lead Key Operator shall have at least three years' experience working on the same or similar projects. The Lead Key Operator shall be designated as a monitor to monitor the actions of the public in this area. The monitor shall provide satisfactory services under the contract during the hours of 7:00 AM and 7:00 PM on workdays. The monitor shall maintain a professional, business-like, and courteous but firm manner at all times when dealing with the public users. The monitor shall reiterate the "Public Standard Rules for all Search Facilities." The monitor shall regulate use of the digital photocopier area by maintaining the sign-on/off log sheets and enforcing digital photocopier operational rules.
- 7.2.3 The Contractor shall provide support for the five (5) customer ordering workstations in the FIU by assisting the public users to access the File Tracking System, booting the customer ordering workstations each

morning at least ten (10) minutes before the FIU opens, rebooting as necessary during the day, and shutting down the workstations ten (10) minutes before the FIU closes. The Contractor shall provide basic MS Windows keyboard assistance to the public users and shall perform minor maintenance procedures such as removing paper jams and replenishing roll paper in the paper receipt machines. The Contractor shall perform troubleshooting on the File Tracking System and report network/hardware failures to USPTO representatives. The contractor shall have 15 minutes to respond to a call when placed by the public users or USPTO staff. The Contractor shall provide this support between the hours of 7:00 AM and 7:00 PM. The Contractor shall track each error message, including reboot incidents, by entering a brief description of the problem and the solution in the Customer Ordering Workstations Log Book. Additional Customer Ordering Workstations and printers will be added on an as needed basis within the FIU. Boot-up and shutdown procedures will be provided to the Contractor after award.

7.3 **PUBLIC ASSISTANCE**

7.3.1 The Contractor shall be visible to the public at all times. In addition, the contractor shall be responsible for assisting the public on an as needed basis in the operation and use of all equipment under the contract. The Contractor shall maintain a professional, business-like, and courteous manner at all times when dealing with the public users.

7.3.2 In the event of public complaints about any aspect of the operation, the contractor shall work with the public to resolve the complaints. At times, the public may not be satisfied and may take the complaint to the USPTO. If the public should take a complaint to the USPTO, and the contractor becomes aware of the customer's intent to do so, the Project Manager shall report such situations to the COTR in writing within four (4) working hours.

7.4 **MANAGEMENT OF GOVERNMENT FURNISHED EQUIPMENT ACCESS UNITS SYSTEM**

7.4.1 The Contractor shall maintain and manage the Government furnished DAC equipment access units and encoder unit. The Government will hold the maintenance agreement for the equipment. The Contractor shall be responsible for placing all service calls and following up to make sure service is completed in a timely manner. After one (1) business day, if there is no response to the service call, the Contractor shall notify the COTR. The Contractor shall be responsible for cleaning each equipment access unit at least once a month, and more often if necessary due to high usage. The Government will provide cleaning cards. The Contractor shall notify the COTR 90 days before the cleaning card supply needs to be

replenished.

- 7.4.2 The Contractor shall add units to magnetic cards for various USPTO offices. The Contractor shall keep a log book containing, at a minimum, the magnetic card number, the balance of units on the magnetic card, the number of units added to the magnetic card, the ending balance of units on the magnetic card, the name of the USPTO employee requesting units be added, and the date of the transaction. Under no circumstances shall the total units on a magnetic card exceed 300. The log book shall be available for inspection at the COTR's request. The Government will provide the Contractor with a DAC encoder unit. The Contractor shall keep the encoder unit secured at all times.
- 7.4.3 If the Government changes the price of the preset charge used in the equipment access system, the Contractor shall be responsible for making the necessary modifications in the equipment access system to accept this change.

C.8 DIGITAL PHOTOCOPIER REQUIREMENTS.

The Contractor shall provide and install stand alone photocopying equipment that complies with all general requirements stated herein, and the quantity and volume requirements detailed in Attachment 1. The Contractor must verify that the equipment offered meets the requirements outlined below. Sufficient evidence must be submitted to verify all requirements. The environment of the USPTO is a unique one. The public users use the public photocopiers to make copies of patents, trademarks, and patent or trademark files. The majority of users are making single, one-sided copies of the above listed documents. Many of them are on time and/or production deadlines. It is important that the USPTO provide the public users with equipment that will meet their needs. Extra features such as sorting bins, staplers, and double-sided copying are not needed and will not be utilized. Photocopiers offered with features in excess of those mentioned below, which do not offer any advantage to the environment described above, will not be acceptable to USPTO. However, alternate specifications or requirements that will improve or enhance the public facilities will be considered. Prior to proposing any alternate specifications, the Contractor shall satisfy itself that the specification affords comparable ease of operation, maintenance and service, and that by reason of cost savings or similar demonstrable benefit, the alternate specification will be in the interest of the USPTO.

8.1 GENERAL REQUIREMENTS

1. All digital photocopier models provided under this contract must be in current production as of the date furnished. "Current production" shall mean the photocopier model is being manufactured as new equipment for the United States market. The models provided shall be made available in the same condition of production (newly manufactured) as offered for a period of at

least one year after the date of contract award. Discontinued models, which are only being made available as remanufactured equipment, are not acceptable.

2. The duplex option should be disabled. Single-sided copies only.
3. All digital photocopiers furnished after award, as new, must not have been used at any other time prior to delivery after the manufacturing process.
4. Digital photocopiers must produce copies facing upward.
5. Digital photocopiers shall perform satisfactorily at any temperature between 50 and 90 degrees Fahrenheit.
6. Digital photocopiers shall perform satisfactorily at a relative humidity between 15 and 85 percent.
7. Each photocopier shall have the manufacturer's serial number permanently and legibly stamped or affixed on a major component in a readily accessible location. In addition, each photocopier shall be permanently and legibly marked in a conspicuous location with manufacturer's name or trademark and model number.
8. An operator's manual for the photocopiers shall be furnished to the COTR.
9. At least (3) three digital photocopiers shall have the capability to copy pages of bound documents. These photocopiers shall also include a feature that allows the user to produce two single copies from bound documents with one touch of the start key.
10. Digital photocopiers shall have a self-diagnostic system that indicates as a minimum, the following conditions: (a) needs toner, (b) needs paper, and (c) paper misfeed or jam.
11. Digital photocopiers shall feature a definite indicator of when the equipment is energized.
12. Digital photocopiers shall be capable of operating on 115 Volt, 60 Hz AC electrical current.
13. Platens shall be a minimum of 11" X 17" and be of the "flat-bed" type.
14. The height of the digital photocopiers shall be a minimum of 41 inches and not exceed 43 inches.
15. Paper supplies for offered photocopiers shall be of either the paper tray (cassette) type or the stack feed type and shall be capable of feeding either 8.5" X 11" or 8.5" X 14" paper.
16. Digital photocopiers shall be furnished with a receiving bin for copies and a side tray or shelf.
17. Digital photocopiers shall be compatible with Government-owned DAC equipment access units.
18. Digital photocopiers shall have a time-release button to be set for a specific on/off time.
19. One (1) Dual Automatic Feeder shall be furnished for the photocopier located in ST Bldg, Office of Publications. The automatic feeder shall have:
 - (1) an automatic reverse document feeder and dual job feeding modes;
 - (2) a 50-sheet tray capacity;
 - (3) a mixed size original mode.

20. Digital photocopiers must have installed on them a compatible independent wireless meter reader device. No external network drops will be provided for the meter devices to function.
21. Digital photocopiers shall have a first copy speed of 5.0 seconds or less.
22. All digital photocopiers shall be Section 508 compliant and shall be certified by the contractor as to their compliance.

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

8.3 The Contractor shall install the digital photocopiers in the locations specified in Attachment 1 and attach a Government furnished sign on each machine.

8.4 **COPY SPEED**

A. Testing.

The following three steps will be completed for both a letter-sized and a legal-sized copy:

1. The copy quantity selector will be set for one copy.
2. An original will be placed directly on the copier platen. The "START" control will be activated; measurement of elapsed time will begin when the start control is activated.
3. The elapsed time will end when the copy is deposited in the receiving bin.

B. Acceptability of Copy Speed.

The elapsed time will be noted. If 5.0 seconds or less have elapsed for both the letter-sized and legal-sized copies, the photocopier will be judged to have passed the examination. If more than 5.0 seconds have elapsed for either the letter-sized or legal-sized copy, the photocopier will be judged to have failed this examination. The offered photocopier will again be subjected to the above procedure. A second failure to meet this requirement will be considered final, and the photocopier will be rejected.

C.9 MICROFILM READER-PRINTER REQUIREMENTS

9.1 The Contractor shall provide and install reader-printer equipment that complies with all general requirements stated herein and the quantity and volume requirements detailed in Attachment A. The Contractor must verify that the

equipment offered meets the requirements outlined below. Sufficient evidence must be submitted to verify all requirements. Alternate specifications or requirements that will improve or enhance the public facilities will be considered. Prior to proposing any alternate specifications, the contractor shall satisfy itself that the specification proposed is, in fact equal to that specified, that the specification affords comparable ease of operation, maintenance and service, and that by reason of cost savings or similar demonstrable benefit, the alternate specification will be in the interest of the USPTO.

1. All reader-printer models provided under this contract must be in current production as of the date furnished. "Current production" shall mean the reader-printer model is being manufactured as new equipment for the United States market. The models provided shall be made available in the same condition of production (newly manufactured) as offered for a period of at least one year after the date of contract award. Discontinued models, which are only being made available as remanufactured equipment, are not acceptable.
2. Reader-printers shall perform satisfactorily at any temperature between 50 and 90 degrees Fahrenheit.
3. Reader-printers shall perform satisfactorily at any relative humidity between 20 and 80 percent.
4. Each reader-printer shall have the manufacturer's serial number permanently and legibly stamped or affixed on a major component in a readily accessible location. In addition, each reader-printer shall be permanently and legibly marked in a conspicuous location with the manufacturer's name or trademark and model number.
5. An operator's manual for the reader-printers shall be furnished to the COTR.
6. Reader-printers shall be equipped with a screen illumination adjustment.
7. Reader-printers shall be equipped with a manual lighten/darken contrast control and an Automatic Exposure Control (AEC).
8. Reader-printers shall have a self-diagnostic system, which indicates as a minimum, the following conditions: (a) needs toner, (b) needs paper, and (c) paper misfeed or jam.
9. Reader-printers shall feature a definite indicator of when the equipment is energized.
10. Reader-printers shall be capable or operating on 115 volt, 60 Hz AC electrical current.
11. Reader-printers shall be equipped with a focusing control.
12. Reader-printers shall have a minimum copy speed of 10 letter-size (8.5" X 11") copies per minute after the first print develops in 15 seconds.
13. If reader-printers are of the tabletop design, they shall be furnished with the standard commercial cabinet base, including a workstation.
14. Reader-printers shall be furnished with a receiving bin for copies.
15. Reader-printers shall be compatible with Government-owned DAC equipment access units.

16. Ten (10) reader-printers shall have a bi-modal selection button on the control keyboard, which will produce positive plain paper prints from both negative and positive films.
17. All reader-printers shall have zoom lenses.
18. Four (4) reader-printers shall have motorized carriers to handle 16mm roll film in 3M type and Tuscin snap-lock cartridges.
19. One (1) reader-printer shall have a motorized carrier capable of handling both 16mm and 35mm open reel films.
20. All reader-printers shall include an automatic speed advance control.
21. All reader-printers shall include a prism lens for image rotation.
22. All reader-printers shall be Section 508 compliant and shall be certified by the contractor as to their compliance.

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

9.3 The Contractor shall install the reader-printers in the locations specified in Attachment 1 and attach a Government furnished sign on each machine.

9.4 **COPY SPEED**

A. Testing. Conformance with the “minimum copy speed” requirement shall be determined in following manner:

1. The copy quantity selector will be set at 11 (one plus the required number of copies per minute).
2. An image will be focused properly from the platen onto the screen. The “START” control will be activated; measurement of elapsed time will begin when the first copy is deposited in the receiving bin.
3. The elapsed time will end when the last copy is deposited in the receiving bin.

B. Acceptability of Copy Speed

The elapsed time will be noted. If 60 seconds or less have elapsed, the reader-printer will be judged to have passed the test. If more than 60 seconds have elapsed, the reader-printer will be judged to have failed the test. The offered reader-printer will again be subjected to the above procedure. A second failure to meet this requirement will be considered final, and the reader-printer will be rejected.

C.10 MAINTENANCE OF DIGITAL PHOTOCOPIERS AND READER-PRINTERS

- 10.1 The contractor shall provide, at a minimum, one yearly service call as a preventive maintenance service to ensure that the digital photocopiers and reader-printers covered under the contract are maintained in good working condition. However, intervals between scheduled maintenance service calls shall be no greater than those provided to commercial customers for the same models of equipment.
- 10.2 The contractor shall provide emergency repair service (maintenance) for the digital photocopiers and microfilm reader-printers. The repair service shall be provided during normal working hours, i.e., between 8:30 AM and 5:30 PM Monday through Friday, excluding Federal holidays.
- 10.3 Each machine furnished under this contract shall perform each month at an effectiveness level of 98 percent. The effectiveness level for a machine is computed as follows:

$$1 - \frac{\text{total number of hours downtime}}{\text{monthly total hours of required operation}} \times 100$$

If the monthly effectiveness level is 98 percent or higher, there is no credit due under this provision. Failure of any particular machine to achieve an effectiveness level of 98 percent shall entitle the Government to unilaterally take a downtime credit against the monthly billing. The credit shall be a percentage amount of the monthly charge per machine. If a machine operates at a less than 98 percentage effectiveness level for two consecutive months, the contractor shall replace the machine.

Example of the effectiveness level formula: If a machine was down for 20 hours in a month, which had 168 total hours of required operation, the percentage downtime would be $1-20/168 \times 100 = 88.1\%$. The downtime credit due the Government would be 9.9% (98%-88.1%) of the monthly charge for the machine.

C.11 SUPPLIES FOR DIGITAL PHOTOCOPIERS AND READER-PRINTERS

- 11.1 The contractor shall provide all supplies required for the operation of the magnetic card activated digital photocopiers and reader-printers. Supplies include but are not limited to paper, toner, toner cartridges, developer, dispersant, new or replacement accessories, and repair parts. The contractor shall replenish supplies in all digital photocopiers and reader-printers as needed.
- 11.2 Three of the digital photocopiers located in the Public Search Facility shall be furnished with 8 ½" X 11" copy paper exclusively. The remaining 45 digital photocopiers shall be furnished with a combination of 8 ½" X 11" and 8 ½" X 14" copy paper.

- 11.3 The contractor shall have an inventory of parts and supplies in quantities sufficient to service the digital photocopiers and reader-printers. The contractor shall have an inventory system and delivery system for the parts and supplies.
- 11.4 The contractor shall furnish the roll paper in the paper receipt machines attached to the customer ordering workstations in the FIU and replace this paper as needed.

C.12 REPORTS

Unless otherwise specified, all documents and or reports prepared and submitted by the contractor to the Government under this contract shall be submitted on the fourth workday of the succeeding month and shall include the information listed below on the cover page of each document/report.

- name and business address of the contractor,
- contract number,
- name, position and location of the COTR
- date of report and time period covered.

The COTR shall have final approval on all report formats.

Where possible, the contractor shall submit reports to the COTR electronically.

- 12.1 **Monthly Machine Meter Reading Report.** The Contractor shall record the meter reading for each photocopier and reader-printer on the first day of the month and the last day of the month. Maintenance copies made on each machine shall be recorded in a separate column. An adjusted total column (total copies made minus the maintenance copies) shall also be included.
- 12.2 **Downtime Log.** The Contractor shall record each machine that is unable to produce copies of acceptable quality; a machine that fails to make copies; a machine that is out of paper, toner, or other supplies; or a machine with an equipment access unit malfunction. The Contractor shall include, at a minimum, the date and time the machine became inoperable, the date and time the machine was put back into operation, the amount of time the machine was unavailable for use, and the reason the machine became unavailable for use.
- 12.3 **Monthly Maintenance Report.** The Contractor shall submit a monthly maintenance report on the Government furnished equipment access units showing the number of service calls made and a brief description of the problem. The incident reports received from the DAC technician for each service call shall be attached to the monthly maintenance report.
- 12.4 **Customer Ordering Workstations Log Book.** The Contractor shall submit a copy of the log book for the Government Customer Ordering Workstations that reflects the number of error messages including reboot incidents and a brief

description of the solution.

- 12.5 **Inventory of Government Furnished Equipment.** The Contractor shall submit semiannually (on the first workday of each option year and the first workday of April) a complete inventory of all Government furnished equipment, furniture, etc., including the location of each item.

C.13 EQUIPMENT CAPABILITY DEMONSTRATION

The Government reserves the right to verify conformance to any or all requirements at an equipment capability demonstration, to be conducted in the Washington, DC Metro area, as directed by the Contracting Officer. The offeror will be required to make the equipment available for testing/demonstration within 72 hours of official notification by the Contracting Officer. During the demonstration, tests will be performed in accordance with the methods and acceptability levels prescribed in Section C.8 for digital photocopiers and Section C.9 for reader-printers.

C.14 EQUIPMENT INSTALLATION

- 14.1 Installation of contractor furnished digital photocopiers and microfilm reader-printers shall take place on September 29-30, 2007. All digital photocopiers and microfilm reader-printers must be in place and operational by 8:00 AM on October 1, 2007, 7:00 AM in the FIU. After award, and prior to installation, the contractor shall meet with the Government a minimum of three (3) times to discuss the installation procedures. Within ten (1) calendar days of award, the contractor shall submit an installation plan which shall include at a minimum, a list of names and the qualifications of all personnel involved in the installation; a time schedule for the placement of equipment in each area; installation/test procedures; and a list of serial numbers for all incoming machines.
- 14.2 During installation, the contractor must demonstrate that all equipment performs in accordance with requirements in Section C.8 for photocopiers and Section C.9 for reader-printers. If a machine fails to operate at the time of installation, the Government may, at its option, request immediate replacement. The demonstration must be accomplished in the presence of the COTR of his/her designated representative. If all machines are operational and conform to the requirements in C.8 and C.9, the COTR will issue a letter from the Contracting Officer authorizing the contractor to begin normal operation on October 1, 2007. Failure to meet all installation requirements may result in termination for default.

C.15 RELOCATION OF EQUIPMENT

The Government reserves the right to request the relocation, either on a temporary or a permanent basis, of equipment furnished under this contract. Any relocation will be in the USPTO Campuses in Alexandria or Arlington, Virginia. The contractor shall obtain permission from the COTR for any equipment movement that has not been directed by

the Contracting Officer or the COTR. The contractor shall provide a work plan to the Contracting Officer for the relocation of equipment within 10 working days after notice by the Contracting Officer.

C.16 REMOVAL OF CONTRACTOR FURNISHED EQUIPMENT (CFE) UPON EXPIRATION/TERMINATION

- 16.1** Upon expiration or termination of this contract, the Government requires the contractor to remove all contractor furnished equipment from the Government's premises by 12:00 AM on the expiration or termination date of the contract. The removal of the contractor furnished equipment shall be at no cost to the Government.
- 16.2** Sixty (60) days prior to the expiration or termination of this contract, the contractor shall provide a written exit plan to the COTR for his/her approval. The exit plan shall contain at a minimum a list of personnel who will be involved, a detailed time schedule and procedures, by area, for the removal of the equipment, a complete inventory of the CFE to be removed, and a complete inventory of CFE that was furnished to the contractor throughout the life of the contract.
- 16.3** The contractor shall meet with the COTR a minimum of three (3) times in the last sixty (60) days of the contract to discuss preparations for the contractor's exit.
- 16.4** The contractor shall cooperate fully with the COTR and the new contractor to insure a smooth transition of the contract.

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

E.3 ADJUSTMENTS

Under the Inspection of Services-Fixed Price Clause, payment may be adjusted if any machine fails to meet the monthly effectiveness level as stated in Section C.10 Maintenance of Digital Photocopiers and Reader-Printers.

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	29 September 2007 – 28 September 2008
Option Period 1	29 September 2008 – 28 September 2009
Option Period 2	29 September 2009 – 28 September 2010
Option Period 3	29 September 2010 – 28 September 2011
Option Period 4	29 September 2012 – 28 September 2012

Unless otherwise specified, the place of performance shall be at the USPTO Campuses in Arlington and Alexandria, VA. See Section J for a complete description of locations and hours of operation.

F.3 TIME OF DELIVERY

The contractor shall deliver and install all equipment required in Section C in accordance with Section C.14 Equipment Installation.

F.4 REPORTS

Delivery of reports, unless otherwise specified, shall be to the Contracting Officer's Technical Representative (COTR). The reports specified in Section C shall be submitted by the Contractor; 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 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.5 INVOICING/PAYMENT FREQUENCY

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

G.6 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.7 CONTRACTOR-FURNISHED EQUIPMENT

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

While the machines are installed on Government premises, the Contractor shall assume all responsibility for loss or damage to the machines except for loss or damage caused by the negligence or willful act of the Government. If damage and/or loss occurs to the machines installed under this contract by negligence or willful act of the Government, reimbursement to the Contractor may be made as follows.

The Contractor shall submit an original invoice and a written damage or loss claim to the Contracting Officer and the COTR. If the damaged equipment can be repaired, the Contractor will invoice the Government for repair costs. If the equipment damage results in the total loss of the equipment, the reimbursement to the Contractor will be at the existing commercial purchase price less depreciation equal to 1/48 of the purchase price times the number of months the

machines have been used under the contract. The submitted invoice may be converted to a claim under the Disputes Clause if it is disputed by the Government, either to liability or amount, or is not acted upon in a reasonable time.

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 therefrom, 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-07C SECTION 8(a) AWARD (AUG 2006)

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

[To be completed by the Contracting Officer at the time of award]

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

(c) The contractor agrees:

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

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

H.4 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.5 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.6 FEDERAL HOLIDAYS

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

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

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.7 NO WAIVER OF DELIVERY SCHEDULE

- (a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default 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.8 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel:
 - Project Manager
 - Lead Key Operator
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 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 permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 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.9 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.10 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.11 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.12 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.13 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.14 PTO-05C CAR IT SECURITY CLAUSES (APR 2006)

CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2003)

(The designated security classification for this contract/order is low risk.)

- (a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause, the term Sensitive is defined by the guidance set forth in:
 - (1) The DOC IT Security Program Policy and Minimum Implementation Standards <http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>;
 - (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf), which states that there is a presumption that all [general support systems] contain some sensitive information. ; and
 - (3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term 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 552 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.

For purposes of this clause, the term Classified is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4 (<http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>).
- (2) The DOC Security Manual, Chapter 18 (http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003_Security_Manual/DOC_Manual_of_Security_Policies_and_Procedures.htm).
- (3) 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.

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

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51,2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

(a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources

(http://csrc.nist.gov/policies/appendix_iii.pdf);

(b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems

(<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and

(c) DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://nsi.org/Library/Govt/docinfo.txt>).

(d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Upon award, the contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below.

(3) Within 14 days after 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 Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offerors proposal or sealed bid that resulting 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.

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

**CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR
CONTACTOR/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO
AUTOMATED INFORMATION SYSTEMS (OCTOBER 2003)**

(The designated risk level for this contract/order is low.)

(a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a 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. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with global access to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contact IT Moderate Risk positions must be initiated within three working days of the start of work.

2) Contract personnel performing work designed Contract Moderate Risk who are not performing IT-related contract work to not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subjects start of on the contract, regardless of the expected duration of the contract.

3) Contract personnel performing work designated as Contract Low Risk will require as National Agency Check and Inquiries (NACI) upon the subjects start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subjects start of work on the contract.

4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days, but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on a completion of an appropriate investigation based upon the risk level assigned to the contract.

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within 5 days of contract award, the Contractor shall provide the CORS with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulations (CAR), 1352.209-72, Restrictions Against Disclosures.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractors' 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 USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

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

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

1352.209-72 RESTRICTIONS AGAINST DISCLOSURES (MARCH 2000)
(CAR1352.209-72 applies when 1352.239-74 applies.)

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, not to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a need to know basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reasons to suspect a breach of this requirement.

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

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 2005
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	Nov 2006
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
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	May 2004
52.219-24	Limitations on Subcontracting	Oct 2000
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	Apr 2006
52.223-03	Hazardous Material Identification and Material Safety Data Alt I	Jan 1997
52.223-06	Drug-Free Workplace	May 2001
52.225-01	Buy American Act—Supplies.	Jun 2003

NUMBER	TITLE	DATE
52.225.13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
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
52.245-04	Government-Furnished Property (Short Form)	Jun 2003
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

52.217-06 Option for Increased Quantity. (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

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.

52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns (Jun 2003)

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

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

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

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

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

(d)

(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The successful Offeror under the competition will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**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
Equipment Operator (0350)	GS-3/4

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	Photocopier and Reader-Printer Locations, Hours of Operation, and Estimated Copy Volumes
Attachment 2	USPTO Office Locations (Arlington and Alexandria)
Attachment 3	Inventory of Government Furnished Equipment (to be furnished upon award)
Attachment 4	Wage Determination No. 2005-2103, Revision No. 2
Attachment 5	Past Performance Questionnaire

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 561210.

(2) The small business size standard is \$33.5M.

(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 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) a technical proposal for performance of the contract, (3) information on the photocopiers and reader-printers offered, (4) past performance information, and (5) documentation supporting prices.
- b. When evaluating your proposal, we will consider how well you complied with these instructions. We will consider any significant failure to comply with these instructions to be indicative of what we could expect from you during contract performance. If you do not understand these instructions, please contact Teresa Kelley at this email address: teresa.kelley@uspto.gov or 571-272-3262.
- c. Except for elements 1 through 4 of your offer under Section L.3.1, the proposal shall be on 8 1/2" by 11" white paper, or 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 proposal package. There is no page limit on the information on the products offered.
- 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. **DOC52PAPT0701020** on the outside of the package.

g. All proposal documents shall be received **no later than 2:00 p.m., Eastern Standard Time (EST), 12 JULY 2007.**

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/DOC52PAPT0701020
Office of Procurement
Mail Stop 6, Madison East Building,
7th Floor, Rm. 7B11
PO Box 1450
Alexandria, VA 22313-1450

Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
ATTN: Teresa Kelley/DOC52PAPT0701020
Office of Procurement
Madison East Building, 7th Floor, Room 7B11
Alexandria, VA 22314-1450

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.3 OFFER

L.3.1 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.

a. 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.8. 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.
5. Information on the photocopiers and reader-printers offered. Provide original commercial documents such as Original Equipment Manufacturer (OEM) documents and brochures for any photocopiers and reader-printers offered. Documentation must include specifications, not just an overview.

b. If we consider them to be in our best interests, we reserve the right to conduct discussions and to allow Offerors to revise their offers.

L.3.2 Technical Approach

a. The Technical Approach section of your proposal shall not exceed twenty-five (35) pages in total inclusive of all charts or attachments and must address the following:

1. An organizational chart illustrating reporting chains, authorities and responsibilities. Be sure to show the organizational location of the contractor's program office and the proposed two (2) key personnel and to identify other positions that would be involved in performance of the USPTO contract. If contractors other than the prime will be involved, depict their roles on the chart.
2. A specific management plan that includes a description of the technical resources and expertise that will be committed to providing the services and equipment required under Section C as well as a detailed plan as to how the technical resources and expertise will be utilized. Employee training and retention should also be discussed.
3. A Quality Control Plan that addresses how the Offeror will achieve and maintain the required 98% uptime.
4. A Transition Plan that addresses the Offeror's ability to acquire and install photocopiers and reader-printers that are fully operational and meet all requirements outlined in Section C and the Offeror's ability to be fully staffed and ready to perform all services outlined in Section C by 1 October 2007.

L.3.3 Past Performance

a. The Past Performance statement shall not exceed five (5) pages, excluding Past Performance References (see Attachment 5). This statement must address, at a minimum:

Experience in managing contracts similar in size and scope.

b. 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.3.3, paragraph a above. Provide valid and current points of contact for the contract (Contracting Officer and COTR, or commercial equivalents). For each past performance reference/point of contact, Offerors shall complete the form provided as Attachment 5, Past Performance References.

c. 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.

d. The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements and to contact only those references.

e. 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.

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

L.3.4 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. 2, dated 7 November 2006 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.

L.4 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 5:00 p.m. E.S.T. 22 June 2007.** 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.5 INCUMBENT CONTRACTOR

The incumbent contractor is: Optimus Corporation, 7926 Jones Branch Drive, Suite 900, McLean, VA 22102-3303

L.6 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:

Chief Financial Officer
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. 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.7 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.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 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.11 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.12 PERIOD FOR ACCEPTANCE OF OFFERS

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

L.13 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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

L.14 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 résumés 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.15 NEWS RELEASES

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

L.16 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 UNBALANCED OFFERS

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

M.3 BASIS OF CONTRACT AWARD

a. Source Selection Decision

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.

(2) Award of the contract will be made 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. 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. Award will not be automatically determined by numerical calculation or formula.

b. Evaluation Factors

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

A. Technical Approach

- (1) Specific Management Plan for the contract
- (2) Ability to Achieve and Maintain 98% Uptime
- (3) Transition plan

B. Past Performance

- (1) Relevance of previous experience (size and scope)
- (2) Experience in managing contracts
- (3) Demonstration of superior past performance

C. Price

(2) Factor A is more important than Factor B. Factors A and B are individually and collectively significantly more important than Factor C, Price. Factor A, Subfactor 1 is more important than Subfactors 2 and 3, which are equal in weight.

(3) Factor C Price will be evaluated but not scored.