

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS AND PRICES - FIXED-PRICE/REQUIREMENTS

The following items are required to support the Government operations of the United States Patent and Trademark Office (USPTO). The quantities shown under the column entitled "Estimated Quantity" on the schedule below are estimates of the quantities which may be ordered by the Government, however, the Government reserves the right to redistribute quantities within the prescribed Contract Line Item Numbers (CLINs). No guarantee is made that any of the quantities will be ordered as a result of this contract.

The Government has no control over, nor can they project the actual long or short-term requirements for this contract. The estimated quantities stated in the Section B of this RFP are based on current historical data, projections, and trends, and are not to be construed as a guarantee of the volume of work, which may be ordered during the term of this contract. Contract requirements have been known to fluctuate greatly over short periods of time. No guarantee is made that any of the quantities will be ordered as a result of this contract.

Due to rapidly changing technology, it is probable that quantities will be reduced or may be completely eliminated during the period of performance of this contract.

Patents are issued each week for which multiple sets are requested as outlined in Section C. Typically, there are 52 issues per year. There will be approximately 3,500 patents per issue and each patent contains an average of 10 pages.

Subscriptions and Advanced Orders average approximately 1.6 copies per patent. Each Subscription and Advanced Order usually requires approximately 1 – 6 copies per order. However, it is possible that some may require as many as 30 copies. There are approximately 70-120 Subscription Orders each week and approximately 1,400 - 3,000 Advance Orders each week. The Contractor may at times be required to work on multiple issues during the same week.

B.2 BASE PERIOD (July 1, 2008 through June 30, 2009)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0001a	One Ledger Set - Grant Inventor Copy	182,000	Patent		
0001b	One Ledger Set (with Color Cover Page) - Grant Inventor Copy	182,000	Patent		
0002a	One Ledger Set - Archival Copy	182,000	Patent		
0002b	One Ledger Set (with Color Cover Page) - Archival Copy	182,000	Patent		
0003	One Ledger Set - Plant Patents Only, With Classification Labels	1,000	Plant Patent		
0004a	One White Offset Set	182,000	Patent		
0004b	One White Offset Set (with Color Cover Page)	182,000	Patent		
0005	One White Offset Set of Miscellaneous Certificates	1,040	Certificate		
0006	One White Offset Set of C of Cs and One White Offset Set of Miscellaneous Certificates	27,040	Certificate		
0007a	One White Offset Set of Reexaminations Only	780	Reexamination Certificate		
0007b	One White Offset Set of Reexaminations Only (with Color Cover Page)	780	Reexamination Certificate		
0008	One White Offset Set of Advance Orders*	78,000	Patent		
0009	One White Offset Set of Subscriptions*	4,680	Patent		
0010a	One White Offset Set of Plant Patent Sets*	5,200	Plant Patent		
0010b	One White Offset Set of Plant Patent Sets* (with Color Cover Page)	5,200	Plant Patent		
0011a	Remaining White Offset Plant Patent Sets	1,040	Plant Patent		
0011b	Remaining White Offset Plant Patent Sets (with Color Cover Page)	1,040	Plant Patent		

B.2.1 OPTION PERIOD 1 (July 1, 2009 through June 30, 2010)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0001a	One Ledger Set - Grant Inventor Copy	182,000	Patent		
0001b	One Ledger Set (with Color Cover Page) - Grant Inventor Copy	182,000	Patent		
0002a	One Ledger Set - Archival Copy	182,000	Patent		
0002b	One Ledger Set (with Color Cover Page) - Archival Copy	182,000	Patent		
0003	One Ledger Set - Plant Patents Only, With Classification Labels	1,000	Plant Patent		
0004a	One White Offset Set	182,000	Patent		
0004b	One White Offset Set (with Color Cover Page)	182,000	Patent		
0005	One White Offset Set of Miscellaneous Certificates	1,040	Certificate		
0006	One White Offset Set of C of Cs and One White Offset Set of Miscellaneous Certificates	27,040	Certificate		
0007a	One White Offset Set of Reexaminations Only	780	Reexamination Certificate		
0007b	One White Offset Set of Reexaminations Only (with Color Cover Page)	780	Reexamination Certificate		
0008	One White Offset Set of Advance Orders*	78,000	Patent		
0009	One White Offset Set of Subscriptions*	4,680	Patent		
0010a	One White Offset Set of Plant Patent Sets*	5,200	Plant Patent		
0010b	One White Offset Set of Plant Patent Sets* (with Color Cover Page)	5,200	Plant Patent		
0011a	Remaining White Offset Plant Patent Sets	1,040	Plant Patent		
0011b	Remaining White Offset Plant Patent Sets (with Color Cover Page)	1,040	Plant Patent		

B.2.2 OPTION PERIOD 2 (July 1, 2010 through June 30, 2011)

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMT.
0001a	One Ledger Set - Grant Inventor Copy	182,000	Patent		
0001b	One Ledger Set (with Color Cover Page) - Grant Inventor Copy	182,000	Patent		
0002a	One Ledger Set - Archival Copy	182,000	Patent		
0002b	One Ledger Set (with Color Cover Page) - Archival Copy	182,000	Patent		
0003	One Ledger Set - Plant Patents Only, With Classification Labels	1,000	Plant Patent		
0004a	One White Offset Set	182,000	Patent		
0004b	One White Offset Set (with Color Cover Page)	182,000	Patent		
0005	One White Offset Set of Miscellaneous Certificates	1,040	Certificate		
0006	One White Offset Set of C of Cs and One White Offset Set of Miscellaneous Certificates	27,040	Certificate		
0007a	One White Offset Set of Reexaminations Only	780	Reexamination Certificate		
0007b	One White Offset Set of Reexaminations Only (with Color Cover Page)	780	Reexamination Certificate		
0008	One White Offset Set of Advance Orders*	78,000	Patent		
0009	One White Offset Set of Subscriptions*	4,680	Patent		
0010a	One White Offset Set of Plant Patent Sets*	5,200	Plant Patent		
0010b	One White Offset Set of Plant Patent Sets* (with Color Cover Page)	5,200	Plant Patent		
0011a	Remaining White Offset Plant Patent Sets	1,040	Plant Patent		
0011b	Remaining White Offset Plant Patent Sets (with Color Cover Page)	1,040	Plant Patent		

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 OBJECTIVE

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications for the printing, imaging, binding, and distribution of United States Patents.

C.2 BACKGROUND

The USPTO is one of 14 bureaus in the Department of Commerce (DOC). For over 200 years, the USPTO's mission has been: to promote the progress of science and the useful arts by securing for limited times to inventors the exclusive right to their respective discoveries (Article 1, Section 8 of the United States Constitution). Under this system of protection, American industry has flourished. New products have been invented, new uses for old ones discovered, and employment opportunities created for millions of Americans.

Under the Patent and Trademark Office Efficiency Act of 1999 – the USPTO is authorized to exercise independent control of its administrative and procurement functions. This includes the authority to directly procure printing services.

The Program Office is located in Arlington, VA. The Code of Federal Regulations (37CFR 1.314) authorizes this Office to produce and disseminate patents worldwide. Currently, the Program Office publishes approximately 3,500 patents per week or a total of 182,000 patents annually. The Program Office is responsible for the management and processing of allowed patent applications for the creation of a full text patent database and the composition, printing and distribution of weekly patent issues.

C.3 SCOPE OF WORK

The purpose of this contract is to fulfill USPTO requirements for printing, binding, and distribution of United States Patents as described in this scope of work, requiring such operations as printing/imaging, gathering, binding, packaging, mailing and distribution. Faithful reproductions of the patents are critical to this contract and require strict adherence to the standards specified in Section C and Section E.2 titled Inspection and Acceptance. The production of high quality, accurate sets of each issue of patents, and the proper mailing and timely distribution thereof, must be clearly recognized as a vital and mandatory requirement of this contract. It is anticipated that specific requirements will change over the life of this contract. This will result in the USPTO modifying this contract to incorporate in-scope changes. Further, given the pace of change in information technology and the telecommunications marketplace, it is impossible to anticipate how individual USPTO requirements will evolve over the life of the contract. Throughout the life of this agreement, the contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies, that in the most economic and efficient manner, improves systems and mission performance.

C.4 PRINTING OPERATIONS

The entire patent weekly issue shall be printed in the following manner and in the quantities as indicated in the table below:

Ledger Set is defined as 44 lbs. and formatted as such:

- Patent Front Page – print face only in black ink
- Patent Drawing Page – print face only in black ink
- Patent Text Page – print front and back in black ink

White Offset Set is defined as 20 lbs. White Offset or Xerographic paper and formatted as such:

- Patent Front Page, Drawing Page, and Text Page – print front and back in black ink
- Reexaminations, Subscriptions, Advance Orders, Plants – print front and back in black ink

White Offset Set is defined as 20 lbs. White Offset or Xerographic paper and formatted as such:

- Certificates of Correction Page – print face only in black ink
- Miscellaneous Certificates Page – print face only in black ink

The contractor must deliver patents on the days listed in this **Deliverable Table**:

CLIN	Deliverable	Binding	When Delivered	Where Delivered	Packaging
0001a	One Ledger Set - Grant Inventor Copy	No	By Noon PWD 7, Monday	PTO Patent Data Capture Contractor	Kraft wrap in approximate 4" packages. - Cartons
0001b	One Ledger Set (with Color Cover Page) - Grant Inventor Copy	No	By Noon PWD 7, Monday	PTO Patent Data Capture Contractor	Kraft wrap in approximate 4" packages. - Cartons
0002a	One Ledger Set - Archival Copy	No	By 12 Noon PWD 3, Friday	Delivered to PTO's Boyers, PA, Facility	Rubber band in Approx. 4" packages. - Cartons
0002b	One Ledger Set (with Color Cover Page) - Archival Copy	No	By 12 Noon PWD 3, Friday	Delivered to PTO's Boyers, PA, Facility	Rubber band in Approx. 4" packages. - Cartons
0003	One Ledger Set - Plant Patents Only, With Classification Labels	Yes - Stapled on bottom - Assembled with the drawing sheet(s) facing out following the last page of text	By 12 Noon Issue Day, Tuesday	PTO Public Search Facility	Cartons
0004a	One White Offset Set	No	By 12 Noon Issue Day, Tuesday	PTO Public Search Facility	Cartons
0004b	One White Offset Set (with Color Cover Page)	No	By 12 Noon Issue Day, Tuesday	PTO Public Search Facility	Cartons
0005	One White Offset Set of Miscellaneous Certificates	No	By 12 Noon Issue Day, Tuesday	PTO Certificates of Correction Branch	Cartons

0006	One White Offset Set of C of Cs and One White Offset Set of Miscellaneous Certificates	No	By 12 Noon Issue Day, Tuesday	Delivered to PTO's Boyers, PA, Facility	Cartons
0007a	One White Offset Set of Reexaminations Only	No	By 12 Noon PWD 4, Thursday	PTO Office of Reexamination	According to Need
0007b	One White Offset Set of Reexaminations Only (with Color Cover Page)	No	By 12 Noon PWD 4, Thursday	PTO Office of Reexamination	According to Need
0008	One White Offset Set of Advance Orders*	Yes - Stapled on Side	By 12 Noon Issue Day, Tuesday	To Be Delivered to the USPTO Mail Center	
0009	One White Offset Set of Subscriptions*	Yes - Stapled on Side	By 12 Noon Issue Day, Tuesday	To Be Delivered to the USPTO Mail Center	
0010a	One White Offset Set of Plant Patent Sets*	Yes - Foreign Addresses are Stapled on Side and Assembled with the drawing sheet(s) placed before the text pages facing the first page of text - Domestic Addresses are Unstapled and Assembled with the drawing sheet(s) placed before the text pages facing the first page of text	By 12 Noon Issue Day, Tuesday	To Be Delivered to the USPTO Mail Center	

0010b	One White Offset Set of Plant Patent Sets* (with Color Cover Page)	Yes - Foreign Addresses are Stapled on Side and Assembled with the drawing sheet(s) placed before the text pages facing the first page of text - Domestic Addresses are Unstapled and Assembled with the drawing sheet(s) placed before the text pages facing the first page of text	By 12 Noon Issue Day, Tuesday	To Be Delivered to the USPTO Mail Center	
0011a	Remaining White Offset Plant Patent Sets	Yes - Stapled on Side - Assembled with the drawing sheet(s) placed before the text pages facing the first page of text	By 12 Noon Issue Day, Tuesday	PTO Office of Public Records	
0011b	Remaining White Offset Plant Patent Sets (with Color Cover Page)	Yes - Stapled on Side - Assembled with the drawing sheet(s) placed before the text pages facing the first page of text	By 12 Noon Issue Day, Tuesday	PTO Office of Public Records	

If the scheduled delivery falls on a Government holiday, then the delivery for the products denoted by asterisks (*) shall be delivered the next business day. The remaining deliverables shall be made one business day before that holiday. If the USPTO is closed for any other reason on a scheduled delivery day, the Contractor shall make alternate delivery arrangements with the USPTO.

C.4.1 WEEKLY ISSUE PRINT FILE

The Weekly Issue Print File in PostScript® format will contain an entire patent weekly issue and will be furnished on DVD by the Patent Data Capture (PaDaCap) Contractor. The Weekly Issue Print File is a Level I PostScript® with Level H compression of Tagged Image File Format (TIFF) graphics. Each patent document will appear on the DVD as a single file. These files will range in size from 1 - 1,000 megabytes. The PaDaCap Contractor assumes a maximum average of 1 MB per patent for the patents in any given issue. This means that a minimum of 5,000 patents is estimated to fit on a DVD. The average size of a patent for any given issue tends to be about 30% smaller than 1 MB. Approximately 7,000 patents should fit on a single DVD. The PaDaCap Contractor provides a media contents list with every Weekly Issue Print File delivery (See Attachment F). This list identifies issue date and the date on which the file was run, and lists every patent file that is included. In addition, a material receipt slip is provided with the DVD, which the PaDaCap Contractor will require acknowledgement of receipt by a representative of the Patent Printing Contractor.

During the life of the contract, the USPTO anticipates the Patent Printing Contractor to print and deliver a cover page in color for each patent Grant (see references in Deliverable table above "...with Color Cover Page"). This Color Cover Page will be included in the Weekly Issue Print File as part of each patent document.

C.4.2 WEEKLY CERTIFICATES OF CORRECTION PRINT FILE

The Weekly Certificates of Correction Print File in PostScript® format will contain an entire weekly issue of Certificates of Correction and will be delivered to the Patent Printing Contractor via the PaDaCap Contractor. The Weekly Certificates of Correction Print File will be furnished on DVD along with a media contents list by the PaDaCap Contractor, which the PaDaCap Contractor will require acknowledgement of receipt by a representative of the Patent Printing Contractor.

C.4.3 MISCELLANEOUS CERTIFICATES PRINT FILE

The Miscellaneous Certificates Print File in PostScript® format will contain Certificates, Dedications, Disclaimers, and Adverse Actions for each weekly issue and will be delivered to the Patent Printing Contractor via the PaDaCap Contractor. The Miscellaneous Certificates Print File will be furnished on DVD along with a media contents list by the PaDaCap Contractor, which the PaDaCap Contractor will require acknowledgement of receipt by a representative of the Patent Printing Contractor.

C.4.4 CLASSIFICATION DATA FOR LEDGER PLANT PATENTS

The Government requires printing of classification data in the upper left corner of each plant patent provided by the Patent Printing contractor. The contractor shall print, in the header of each copy of the ledger plant patent (One Ledger Set Plant Patents Only, With Classification Labels), the Classification Data. Plant patents for each week's issue shall be sorted and boxed in accordance with Government instructions and the boxes delivered to Government-designated location by noon on issue day.

The USPTO will provide one Classification Data File which is transmitted electronically to the Patent Printing contractor. The file is a Microsoft Word® document, with each record in the file detailing the Classification Data for each ledger plant patent.

The contractor shall use the Classification Data File to determine the required number of patents to be printed for each unique plant patent number (see Attachment 1 for examples of the proper format). The file will contain the following data fields: Patent Class, Patent Sub-class, Modifier (if present), Art Unit, EX

(examiner search room), Issue date, OR (original classification) or XR (cross reference), Patent Number, Patent Class, Sub-class, SR (public search room), Issue Date, Patent Number, OR (original classification) or XR (cross reference). Some fields may be empty or contain the two to five character alphanumeric project code.

The contractor shall institute a quality control program to insure the correct number of documents is printed and that each document contains the correct label information.

Printed patents for each issue shall be sorted, boxed, and delivered in accordance with the following:

Search room copies are the bulk of any issue and are those new issues whose labels indicate they belong in either the Public Search File (PSR) or the Examiner Search File (ESR--Art Unit xxxx). The PSR copies must be sorted by patent number within classification, boxed in classification sequence, and each box clearly marked to identify its contents and issue date (e.g., PSR NEW ISSUES for 01-21-03, classes 1-29). The ESR copies are sorted by classification delivery location and patent number within each classification. Patents shall be sorted for each delivery location in classification sequence and each box clearly marked to identify its contents and issue date (e.g., ESR NEW ISSUES for 01-21-03, Tech Center 1, Room xxxx, classes 3, 54, 101, 129).

All PSR patents shall be delivered directly to the Public Search Room.

Prior to full and final implementation of the label printing process, the contractor shall at a minimum perform the following testing in conjunction with USPTO personnel. For no less than three issues, the contractor shall provide lists of printed label facsimiles for patents in selected Tech Centers to be determined by the Government. In addition, the Government may also request that actual patent copies containing the printed filing label be provided for approximately one to three Art Units to be determined by the Government. For a minimum of two issues, the contractor shall provide lists of printed label facsimiles for all patents in those issues. The contractor may also be asked to provide a sample of their ability to correctly fulfill the Government's sorting and boxing requirement. Final implementation of the new process will not occur until the Government determines that all label printing is correct and accurate and that sorting and boxing will occur as required.

C.4.5 PHOTOPRINTS

The Government will furnish the contractor a quantity of full color and/or black-and-white photoprint (drawing) pages (there are approximately 15-50 plant drawings per issue requiring approximately 150 copies for each drawing). These photoprint pages must be gathered in with the text pages the contractor has produced in order to make a complete PLANT PATENT, and an occasional UTILITY or DESIGN PATENT. The Contractor shall inspect photoprints UPON RECEIPT and immediately notify the Government of any deficiencies.

C.4.5.1 CREATION OF MAIL LABELS

The contractor shall create mailing address labels for the One White Offset Set of Plant Patent Sets as outlined in the Deliverable Table in Section C.4 Printing Operations. Mailing Labels shall be affixed to each unit of mail as described in Section D.4 Labeling and Marking. The addresses for these labels will be provided to the contractor upon award of contract. The USPTO will provide the contractor with changes and updates as necessary.

C.4.6 SOFT COPY LISTS

The soft copy list contains the following fields: patent number in ascending order, number of soft copies to be printed and number of advanced orders to be mailed. This list is transmitted electronically from the USPTO to the contractor.

C.4.7 SUBSCRIPTION INFORMATION

Data on subscriptions will be furnished electronically containing the following fields: Account Number, Patent Number, Number of Copies, and Subscriber Name and Address.

C.4.8 PATENT STORAGE

All Government furnished DVDs must be stored by issue in a normal filing position for the life of the contract so that they may be accessed for reprints. The Government reserves the right to charge the contractor a flat rate of five hundred dollars (\$500.00) per item that must be regenerated due to loss or misplacement by the contractor. At the completion of the contract, all Government furnished DVDs being stored by the contractor must be returned to the USPTO. All costs incurred in returning Government furnished DVDs to the USPTO shall be borne by the contractor.

C.5 REPLACEMENT OF MISSING, DEFECTIVE, OR POOR QUALITY PATENTS

C.5.1 CLAIM LETTERS

Should a patent copy(s) be defective or missing from a delivery, the Government will issue a "Claim Letter" electronically for the correction or replacement of the defective or missing patent(s).

Claim letter schedule:

- a. Claim letter requests shall be fulfilled and redelivered or placed in the mail as directed within 48 hours of notification by Government of missing, defective, or poor quality patents.
- b. Advance Orders/Subscription shall be mailed first class, or as directed, with the next issue following notification by Government of missing, defective, or poor quality patents.
- c. Contractor will be responsible for all costs incurred with the re-mailing or redelivery of the patents listed on the claim letter.

C.5.2 GRANT LEDGER DEFECTS

Should a patent ledger copy(s) be defective or missing from a delivery, the Government will notify the contractor of the defect and order replacement copies.

Replacements necessitated due to contractor error must be made at no cost to the Government. The Contractor will reprint/correct and redeliver/re-mail the defective or missing copy(s) in accordance with the following schedule: within one workday of notification of defective or missing copy.

Grant ledger defect schedule:

- Replacement Grant ledger copies shall be delivered to the Government designated address within one workday of notification of defective or missing copy.
- Contractor must develop a system (to be approved by the Contracting Officer) for documenting "Claim Letter" and "Grant ledger" compliance.

C.6 FORMATTING REQUIREMENTS

The contractor shall provide all necessary copies, reprints, and bindings in the binding style ordered from the following binding styles:

C.6.1 TRIM SIZES

The entire patent weekly issue printed on 20 lbs. White Offset or Xerographic paper, shall be trimmed to: 216mm x 279 mm (8-1/2" x 11").

The entire patent weekly issue printed on 44 lbs. (Ledger Set) White 25% Rag Ledger, shall be trimmed to: 197mm x 287mm (7-3/4" x 11-5/16").

C.6.2 MARGINS

Head margin of all pages is to be 19 mm (3/4") to first line of patent information. Bar code is not to be considered patent information and therefore may appear in the head margin. Side margins of all pages shall be exactly equal. See Attachment J for image and stitch positioning.

C.6.3 BINDING OF OVERSIZED PATENTS

Approximately 40 to 150 distinct patents per issue will be oversized and the Contractor shall be required to provide special binding for each copy. An oversized patent is defined as 59 or more leaves of White Offset Paper or White Xerographic Paper.

For each oversized patent the contractor shall:

- Drill two 6mm (1/4") round holes, 216mm x 279mm (8-1/2") center to center, on the left binding edge, 10mm (3/8") from left edge of sheet to center of holes.
- Furnish, insert and fasten an Acco® or similar type fastener.
 - Patents that range between 650 to 1,300 leaves shall be bound in two volumes of equal size.
 - Patents that exceed 1,300 leaves shall be bound in three volumes of equal size.

C.6.4 COLLATING OF PATENT DELIVERABLES

The Contractor shall place one copy of each patent for a weekly issue into sets by patent number sequence (see Deliverable Table for number of sets).

The Contractor shall place one copy of each Certificate of Correction for a weekly issue into sets by patent number sequence (see Deliverable Table for number of sets).

The contractor shall place into sets the Miscellaneous Certificates: (i.e., Certificates, Dedications, Disclaimers, and Adverse Actions) one of each of the four different items collated together (see Deliverable Table for number of sets).

C.6.4.1 WITHDRAWN PATENTS

It is sometimes necessary for the Government to withdraw patents from an issue. Therefore, upon receipt of the Weekly Patent Print File and in preparation for printing of the weekly issue, the Contractor shall exclude from printing, any patent appearing on the DVD for which they have received a withdrawal notice.

In addition, the Contractor shall remove withdrawn patents from each and all deliverables, as late as noon Prior Work Day (PWD) 2 upon notification of withdrawal. Therefore, it will be necessary for the contractor to remove these patent(s) from the patent sets already assembled for distribution or mailing. Copies of printed withdrawn patent(s) shall be shredded. The Contents Lists (See Attachment F), packed in with the each of the deliverables, must be adjusted to list the patent(s) as a withdrawn patent.

C.7 PAPER REQUIREMENTS

Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for make-ready or running spoilage must be included in the prices offered.

The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

Notice: Copies of the "Government Paper Specifications Standards, No. 10" dated July 1994, are for sale, on a subscription basis, by the Superintendent of Documents, United States Government Printing Office, Washington, D.C. 20402.

Stock to be furnished must be consistent through the term of the contract. Under no condition will the mixing or substitution of papers be allowed.

White Offset Book, grammage 75 g/m² (basis weight: 50 lbs per 500 sheets, 25 x 38"), equal to JCP Code A60 or, at contractor's option, White, Plain Copier, Xerographic Paper (Qualified Product), grammage 75 g/m (basis weight: 20 lbs per 500 sheets, 17 x 22"), equal to JCP Code 0-60.

White 25 % Ledger, grammage 165 g/m. 2 (basis weight: 44 lbs. per 500 sheets, 17 x 22"), equal to JCP Code J20.

C.8 GOVERNMENT FURNISHED MATERIAL

Government Furnished Materials shall be provided in accordance with the following schedule. (See Attachment A, and Section F.6 for an explanation of Prior Workday)

Prior Workday 12:

- 1) Classification Data File will be furnished by electronic mail (See Section C.4 Printing Operations).
- 2) Weekly Patent Print File and the Miscellaneous Certificates Print File will be furnished on DVD (See Section C.4 Printing Operations).

Prior Workday 11:

- 1) Subscription Order and Advance Order data will be furnished by electronic mail.
- 2) For Subscription Orders, pre-addressed, pressure sensitive, postage and fee paid labels will be furnished per issue.
- 3) For Advance Orders, pre-addressed, pressure sensitive, postage and fee paid labels will be furnished per issue.

Prior Workday 9:

- 1) Page size full color and/or black-and-white Photoprints (Plant Patents).

Prior Workday 4:

- 1) Copy for Certificates of Correction Print File will be furnished on DVD (See Section C.4 Printing Operations).

As needed, and at the discretion of the Government:

- 1) On occasion, a paper copy may be furnished for producing reprints of Patents.
- 2) Notice(s) of withdrawn patent(s) will be furnished by electronic mail as they become available.

Delayed availability of any Government Furnished Materials shall be reported immediately to the Contract Officer's Technical Representative and/or Contracting Officer.

Disposition Instructions for return of all Government Furnished Material are as per Section G.2 and FAR clause 52-245-4 of this contract.

C.9 QUANTITY: COPIES/PAGES

Weekly orders for Patents will range from approximately 1 to 10 copies, and generally will average 2 to 18 printed pages. However, on rare occasions a patent may exceed 1,300 pages.

Weekly orders specifically for Plant Patents will be at least 120 copies, and generally will average 2 to 18 printed pages.

Weekly orders for Dedications, Disclaimers, Adverse Decisions and Special Certificates, will be approximately 5 to 15 copies of each and will comprise a single page.

Weekly orders of Certificates of Correction will be at least 3 copies of each, and generally will average 1 to 2 printed pages. However, on occasion a Certificate of Correction may exceed 5 pages.

It is the intention of the USPTO to have a contract in place that can meet the maximum weekly production requirements stated herein, yet at the same time, inform offerors that due to the nature of the product being procured, technological changes occurring in the electronic communications field, and customer requirements, it is impossible for the USPTO to state with accuracy the number of patents that will be required each year.

C.10 ASSEMBLY

In accordance with specifications listed in Section D.2 and Section D.3, and Performance Requirements in Section C.6.

C.11 DELIVERY

The Contractor shall ensure delivery to the addresses and designated locations as directed by the Government.

C.12 PLANT CAPACITY

Production and distribution of all products covered under these specifications must be accomplished at the same facility.

C.13 QUALITY ASSURANCE PLAN

The contractor shall, prior to start-up, put into effect within its own organization, and maintain throughout the life of this contract, an independent quality assurance organization. This unit shall be of sufficient size, and expertise, to monitor, perform or have performed, the process controls, inspections, and tests necessary to assure that the production and delivery of United States Patents meet these specifications and Government requirements. This includes 100% accuracy in the imaging and collation of patents. The contractor shall be required to correct each defect or error found during the inspection of work either in process or completed.

The contractor shall submit a Quality Assurance Plan detailing contractor quality control programs for this contract as a part of its proposal to the Government as described in Section L.4. THE PROPOSED PROGRAM IS SUBJECT TO GOVERNMENT APPROVAL. This program shall, at a minimum, address the following:

(1) Where and by whom daily process controls and inspections will be performed. Contractor shall state the number of people that shall be permanently assigned to this program and their assignments.

(2) Appointment of an official who shall be responsible for the operation of the quality control system/department and for investigating and ascertaining the causes of deficiencies found in patents shipped, as reported by USPTO and its customers.

(3) How and when daily inspection and tests or reviews will check for:

- a) printing registration
- b) printing format
- c) size, squareness, and parallelism measurements.

(4) Use of standard samples for matching purposes when producing patents. Inspection overlays Attachment H will be used by the Government to check image position for printed drawing sheets, printed front pages, and the printed specification pages.

(5) Procedures to insure that daily samples for inspection will be taken from all phases of production.

(6) Describe how verification will be accomplished to insure that all orders have been processed in full.

(7) Describe how the destruction of defective and/or unused materials will be managed.

A signed Certificate of Inspection of each shipment, certifying that the deliverables were inspected and found to be in compliance with all requirements shall be submitted to the Contract Officer's Technical Representative and/or Contracting Officer weekly.

Failure to maintain the Quality Control Program in accordance with the plan submitted and approved by the Government may result in the Government's termination of the contract for default.

Any obvious printing problems found during printing production are to be reported to the Contract Officer's Technical Representative and/or Contracting Officer.

All requested quality control samples (for use by Government representatives) must be supplied at no cost to the Government.

C.14 REPORTING REQUIREMENT

The contractor shall submit weekly and monthly reports as described in this section.

C.14.1 WEEKLY REPORT

The contractor shall, at least on a weekly basis via e-mail, provide a written report to the Contract Officer's Technical Representative and/or Contracting Officer listing the following:

(1) A detailed record of all deliveries made that week.

(2) Weekly records of all quality assurance and inspection work done by contractor's personnel shall be kept complete, and shall be available to the Government upon request during the performance of this contract.

(3) Delayed availability of any Government Furnished Materials shall be reported immediately to the Contract Officer's Technical Representative and/or Contracting Officer and listed on the weekly report.

- (4) Missing patents per issue.
- (5) Details on all late deliveries.

C.14.2 MONTHLY REPORT

The contractor shall, at least on a monthly basis via e-mail, provide a written report to the Contract Officer's Technical Representative and/or Contracting Officer listing the following:

- (1) Any current problems that impede or may adversely affect contract performance. Recommendations or proposals for corrective action shall be included, where appropriate.
- (2) Problems resolved or improvements realized by action of the contractor in meeting performance requirements.
- (3) Recommendations concerning actions to be taken pertinent to contract implementation based on operating experience or observations of the contractor.
- (4) Significant changes in the organization, staffing, facilities, equipment, and operating procedures, of the contractor's enterprise devoted to the fulfillment of this contract, which may prospectively affect his capacity for delivering units of production required under this contract.

SECTION D - PACKAGING AND MARKING

D.1 BANDING

Rubber bands shall be of sufficient strength to hold patents in groups without causing damage to the patent pages. Bands will be placed around the width (short dimension) of the patents, as ordered.

D.2 WRAPPING

As specified in the DISTRIBUTION TABLE in Section C.4 Printing Operations, wrap sets with Kraft® paper in units of 50 or 100 patents and pack in cartons or envelopes.

D.3 PACKING

Pack in shipping containers. Pack in accordance with the Packing Order of Patent Issue Sets as specified in Attachment C.

Shipping containers must be packed solidly with the material laid flat on the bottom of the container and in solid contact with the top to prevent shifting and crushing in shipping and storage operations.

Strapping shipping containers (other than envelopes): All containers shall after sealing, be strapped in a minimum of two separate places with a Signode® or similar type polypropylene strapping material. Strapping requirement applies to ALL deliveries and shipments.

If advance/subscription orders and partial sets will not fit into envelopes, the contractor will pack as follows:

- a. Pack quantities up to 5 kg (12 lbs.) into cushioned shipping bags or wrap in shipping bundles (maximum gross weight 6 kg (14 lbs)).
- b. Wrap quantities over 5 kg (12 lbs.) into shipping bundles or pack in shipping containers (maximum gross weight 10 kg (22 lbs)).

D.4 LABELING AND MARKING

Affix labels to each unit of mail packaged in envelopes, cushioned shipping bags, shipping bundles, and containers. If quantities ordered exceed first class limitations for international mail, the contractor must delete first class information from label, stamp "PRINTED MATTER" on package, and ship/mail air parcel post.

Each shipping container must be marked on one side with the issue date, the range (first and last numbers) of patents contained therein, and the number of shipping containers required for that set or order (1 of 5, 2 of 5, etc.). **NOTE:** The shipping containers delivered to the USPTO Mail Center do NOT require the special labeling and marking described in this paragraph.

D.5 PACKING FOR DELIVERY BY COURIER

Material shall be packed for shipment in such a manner that will ensure acceptance by courier 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.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

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

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

52.246-02	Inspection of Supplies--Fixed-Price.	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

E.2 INSPECTION AND ACCEPTANCE

- A. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- B. Inspection and final acceptance and payment for any delivered items is subject to the quality assurance provisions and all pertinent clauses in these specifications, including reports, and shall be under the cognizance of the Contracting Officer.

E.2.1 INSPECTION OF DELIVERABLES

The USPTO reserves the right to perform random inspections of deliverables at any point during the patent printing process. If during inspection defects are found in any deliverable, all un-inspected copies of that deliverable and any other deliverable in that issue must also be inspected and corrected as necessary.

E.2.2 INSPECTION OF CONTRACTOR FACILITIES

The Contractor is subject to unannounced security inspection at any time. An inspection may be made by the Contracting Officer or by his/her designated Representative (COTR), or by any USPTO representative designated by the COTR. When any work area is closed (e.g., at night or on the weekend) all Government owned materials in the contractor's custody shall be stored in a fireproof and waterproof vault.

E.3 APPLICABLE DIRECTIVES

The following levels and standards shall apply to all Contract Line Items:
(Please see Attachment J - Government Printing Office Attributes Program)

E.3.1 PRODUCT QUALITY LEVELS:

- (a) Printing and/or Electrostatic Reproduction (page related) Attributes - Level III.
- (b) Finishing (item related) Attributes - Level III.
- (c) EXCEPTIONS:
 - Image position must be held to +1.59 mm (1/16") between the specified (either head margin or side-to-side centering of image) and actual position of the image.

E.3.2 INSPECTION LEVELS: (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

E.3.3 SPECIFIED STANDARDS:

- (a) The specified standards for the attributes requiring them shall be Attribute P-7. Type Quality and Uniformity.

E.4 ON-SITE REPRESENTATIVE

One full-time Government representative may be placed on the contractor's premises on a limited basis or throughout the term of the contract. See Section G.5 for Contract Administration requirements.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

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

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

52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination	NOV 1991

F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of this contract is as follows:

Base Period July 1, 2008 through June 30, 2009
Option Period I July 1, 2009 through June 30, 2010
Option Period II July 1, 2010 through June 30, 2011

Any order issued during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. The base period is subject to two one-year extensions respectively. There is no guarantee that the Government will exercise any Option Period. Work orders will not be issued prior to the availability of appropriated funds from which expenditures there under may be made.

F.3 PICK UP AND DELIVERY LOCATION

The Government reserves the right to change the pickup and delivery address of any item or material used under this contract upon written notice with no additional cost to the Government. Such change(s) shall be limited to the Washington, D.C., and Arlington-Alexandria, Virginia metropolitan areas.

The contractor is cautioned that "Postage and Fees Paid" permit imprint may be used only for the purpose of mailing material produced under this contract. All copies mailed must conform to the appropriate regulations in the United States Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

F.4 DISTRIBUTION

In order to prevent the untimely release of patents produced on this program, the contractor shall be required to adhere to the following pickup and/or delivery requirements:

- a. Delivery vehicles (vans, trucks, and/or cars) used in the performance of this program for either pickup or delivery, shall be either owned, leased, or rented by the company awarded this contract, and shall be driven by an employee of that firm, or;
- b. Delivery vehicles (vans, trucks, and/or cars) used in the performance of this program for either pickup or delivery, shall be either owned, leased, or rented by a small carrier under contract to the company awarded the patents contract. These vehicles shall be used exclusively for the pick-up

of Government furnished materials, and delivery of patent products required under this program. Vehicles shall be driven by an employee of the carrier.

Prior to the first pickup of Government furnished materials, the names of drivers making pickups and deliveries at the USPTO shall be submitted to the Government.

Pickup and/or deliveries of Government furnished materials or completed patents shall be direct from Government installations to contractor's plant or from contractor's plant to designated delivery site(s). There shall be no transfer or drop-off point where material or patents are transferred from one vehicle to another unless authorized by the USPTO.

Contractor is required to make necessary pickups and/or deliveries to the addresses and designated locations as directed by the Government.

Contractor is required to make daily pickups at Address #1.

These addresses are subject to change. No modifications required. Contractor will be notified via e-mail per change of address.

Inside delivery to the room number specified will be required for the following:

1. United States Patent and Trademark Office, Office of Data Management Services, Director's Suite, 2900 Crystal Drive, South Tower, Room 8C21, Arlington, VA 22202.
2. Reed Technology Information Systems, WAOC Facility, 333 John Carlyle Street, 2nd Floor, Arlington, Virginia 22314.
3. Public Search Room, 600 Dulany Street, Madison East, 2nd Floor, Room 2C16, Alexandria, Virginia 22313.
4. United States Patent and Trademark Office, Patent Copy Sales, 2900 Crystal Drive, South Tower, Room 10B04, Arlington, Virginia 22202.
5. Certificates of Correction Branch, 2900 Crystal Drive, South Tower, Room 9A28A, Arlington, Virginia 22202.
6. United States Patent and Trademark Office, Administrator of Computer and Telecommunications Operations, Production Control, 600 Dulany Street, Madison East, Room 3D08C, Alexandria, Virginia 22313 Attn: Deneise Boyd
7. United States Patent and Trademark Office, Central Rexam Unit, 600 Dulany Street, Madison West Room AW07C71, Alexandria Va. 22313.
8. Data Control Division, 600 Dulany Street, Madison East, 7th Floor, Room AE07C71, Alexandria, Virginia 22313.
9. United States Patent and Trademark Office, 1137 Branchton Road, Boyers, PA 16020 Attn: Linda Meyer

(see Section J Attachment B PTDL DISTRIBUTION LIST).

F.5 ORDERING PROCEDURES

As required, the Contracting Officer will issue a unilateral modification to the contract providing funding for the print order.

Supplies or services to be furnished under this contract shall be ordered by the issuance of a print order (Patent Data Capture File on DVD, sent to the contract from the Patent Data Contractor, and/or electronic mail/fax sent to the Contractor from the Contracting Officer's Technical Representative (COTR)).

All print orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any work order.

A print order shall be "issued" for purposes of the contract, when it is either deposited in the United States Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

Orders issued will be at the fixed unit prices awarded and within the delivery times specified.

The Contractor must maintain an invoice support listing in conformance with Attachment G.

F.6 F.O.B. POINT, DESTINATION, AND DELIVERY

The Contractor shall be responsible for accomplishing the shipments of all items under the contract, including the return of Government owned materials in such a manner as to ensure their safe delivery, in good order, at the destination, in accordance with Section D.

If the scheduled delivery falls on a Government holiday, then the delivery for the products denoted by asterisks (*) in the Delivery Table in Section C.4 Printing Operations, shall be delivered the next business day. All remaining deliverables shall be made one business day before that holiday. If the USPTO is closed for any other reason on a scheduled delivery day, the Contractor shall make alternate delivery arrangements with the USPTO.

PRIOR WORKDAY ("PWD"): The term "prior workday" is used to identify the schedule with respect to each patent issue date. Since "issue day" (day one) is always Tuesday, "prior workday five" is always the Wednesday before issue Tuesday. Tuesday of each week is always an "issue day", regardless of whether or not that particular Tuesday is an actual Government workday.

F.7 ADVANCE NOTICE OF CHANGE IN PLACE(S) OF PERFORMANCE

The Contractor shall give, in writing, at least 60 days notice to the Contracting Officer's Technical Representative of any change in the location at which the work for any and all CLINs to be performed. Any post-award change in location time shall be made only with the prior approval of the Contracting Officer. It is imperative that any change in location does not adversely affect timely delivery of the work products furnished under this contract, and that the Government has, at all times, immediate access to materials furnished to the Contractor.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

G.2 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the Government Property specified in C.8 entitled "Government Furnished Material" to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Furnished Property Clause" of the contract.

Pickup of Government Furnished Material is as per the schedule in Section C.8.

If any of the Government Furnished Material for a particular issue is not delivered on time, the contractor has the option to defer delivery of the printing products for that issue on a day-for-day basis. Consequently, the Government will not accept liability for charges arising from late deliveries of Government Furnished Property or Government Furnished Material.

Unscheduled material, such as shipping instructions, delivery lists, and labels will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

G.3 AUTHORITY TO OBLIGATE THE GOVERNMENT

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

G.4 POINT OF CONTACT FOR CONTRACT ADMINISTRATION

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.

NAME: ADDRESS: CITY: STATE: ZIP CODE:
TELEPHONE NUMBER: FAX NUMBER: E-MAIL ADDRESS:

G.5 ON-SITE REPRESENTATIVE

One full-time Government representative may be placed on the contractor's premises on a limited basis or throughout the term of the contract.

The contractor will be required to provide one private office of not less than 13.94 sqm. (150 square feet), furnished with one desk, one swivel arm chair, one side chair, one telephone and one facsimile machine (the Government will supply hookups and cover the cost of the telephone service), two work tables, and two four-drawer letter-size files with combination padlock and pendaflex file folders or equal.

The Government representative(s) will:

(1) be authorized by the Government to monitor and over-see all Quality Control measures and/or required distribution under this contract; and,

(2) upon completion of a print order placed by the ordering agency which shall consist of: patents listed on the Print Order; patents being made up from previous print orders; late and missing patents, (all of which shall be deemed a part of the work for the weekly issued print order). An itemized statement for billing, generated from *electronic input (*the number of pages for each deliverable will be derived from the appropriate Print File), must be submitted to the on-site representative or COTR for examination and certification of all work completed and shipped. Quantities shall be submitted in accordance with "Schedule of Prices" line item pricing, along with a computer printout that shall be in conformance with Attachment G. Production quantities for all line items listed in the Schedule of Prices (whether chargeable or no charged) must be listed on the voucher. All efforts will be made to process the contractor's invoice in a timely manner. However, some cases (e.g., Holidays, Government representatives leave, etc.) may on occasion cause minor delays.

After verification and sign off has been completed, the contractor shall submit their invoice to the USPTO for payment in accordance with Section G.6. The Contracting Officer shall decide any disputes pertaining to whether an item or operation may or may not be charged, or pertaining to how a charge should be applied.

Inspection and final acceptance and payment for any delivered items is subject to the quality assurance provisions and all pertinent clauses in these specifications, including reports, and shall be under the cognizance of the Contracting Officer.

The Contracting Officer must approve any deviation from the requirements as stated in these specifications. On-site representative(s) DO NOT have the authority to make or approve changes or to alter any requirements stated herein.

The contractor shall without additional charge, provide all reasonable facilities and assistance for the safety and convenience of the Government representative(s) in the performance of duties. This shall include any inspection or test made by the Government on the premises of the contractor.

G.6 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:

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

Invoices may be sent electronically to OfficeOfFinance@uspto.gov

(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.7 INVOICING/PAYMENT FREQUENCY

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

G.8 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:

**United States 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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 the Federal Acquisition Regulation (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 that 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 he or she 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 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.2 52-217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

- A. The Government has the option to extend the term of this contract for two (2) additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise an option by issuing a contract modification. To exercise an option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to the last 30-day period. This preliminary notification does not commit the Government to exercising the option.
- B. If the Government exercises the option, the extended contract shall be considered to include this option provision.
- C. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

H.3 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, rules and regulations having the force of law which 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.4 NONDISCLOSURE OF PATENT INFORMATION

All drawings, designs, cuts, illustrations, negatives or other written or photographic data furnished by the Government to the Contractor for the necessary performance of the contract shall be and remain the sole

property of the Government. The Contractor agrees not to assert any rights, or to establish any claim under the design, patent, trademark, or copyright laws, or to publish or reproduce such matter in whole or in part in any manner or form except as provided under this agreement.

H.5 SECURITY AND USAGE OF PATENT INFORMATION

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

The Contract acquires no right or privilege to use or disclose any information contained in any patent drawings (in any form whatsoever), except to perform the work under contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any drawing or related copy or data furnished to the Contractor by the Government or obtained therefrom except for performing the work procured under this contract. Notwithstanding the provisions of any statute which may otherwise apply (i.e., 35 U.S.C. 122), this prohibition shall not terminate with the official USPTO issue and public availability of patents which contain essentially the same information. For example, after the patents have been issued, the Contractor may not create or copyright any product or derivative product (such as an index or selected group of data) from the master files it creates for the preparation of the items delivered under this contract.

Original patent documents (or copies of the information contained therein when furnished to the Contractor by the USPTO) are for the sole purpose of performing the work under this contract.

All other copying (or microfilming) of the information contained in any material furnished to the Contractor is prohibited. All other immediate work products shall be shredded after they are no longer needed.

All processing, storage or transmission of patent data by means of electronic communications systems is prohibited unless use of such systems for such purposes is approved by the USPTO.

All personnel employed to work on this contract, or otherwise having access to patent data or information concerning the same must take the following oath, or affirmation, signed in writing:

"I DO SWEAR OR AFFIRM THAT I WILL PRESERVE PATENT APPLICATION DATA CONTENT 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 ANY MENTAL RESERVATION OR PURPOSE OF EVASION."

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

H.6 HOLD AND SAVE THE GOVERNMENT HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of infringement of any patent or copyright or any other unauthorized disclosure or use of any confidential secret, or proprietary data, process, product or invention, whether or not patentable, in the performance of this contract, including their disclosure or use by the Government consistent with rights in, or intent of, the contract. Where applicable, this shall include full indemnification of all costs and expenses.

H.7 LIMITATIONS ON SUBCONTRACTING

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract at least 50 percent of the cost of contract performance incurred for personnel shall be

expended for employees of the concern, and the concern shall perform work for at least 50 percent of the cost of producing the end items.

H.8 GOVERNMENT'S RIGHT TO THE CONTRACTOR'S TECHNICAL FILE

The Government requires, and the Contractor agrees to accumulate throughout the life of the contract, a permanent record of all technical files and other background materials acquired, developed, and otherwise collected by the Contractor in carrying out the required effort under this contract. Production system documentation shall include: copies of pertinent documents prepared by the Contractor, and, if applicable, the subcontractor(s), to support all production work; and other printed materials, pamphlets, books, drawings, etc., developed and acquired by the Contractor, and if applicable, the subcontractor(s), during the term of the contract and directly related to the subject of the services being rendered.

H.9 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or 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 with a copy to the COTR, in writing. The notification shall include pertinent details; provided, however, that this data shall not be construed as a waiver by the Government of any schedules or data or of rights or remedies provided by law or under this contract. Failure to give timely notice, however, may preclude later consideration of any request for an extension of the contract delivery period.

This notice shall state circumstances and estimated extent of delay. Each such notice submitted to the Government, shall be evaluated on its own merit, and the Contractor shall be notified, in writing, by the Contracting Officer of the Government's decision.

H.10 SECURITY REQUIREMENTS

SECURITY REQUIREMENTS: The contractor shall maintain in operation, an effective security system where any of the items covered by these specifications are manufactured and/or stored (awaiting distribution or disposal) to assure against theft and/or the product ordered falling into unauthorized hands.

The contractor shall insure that the following steps are taken:

***Work and *Storage Areas:** The contractor shall provide an area within a secured facility, dedicated to the manufacture and storage of items as defined in these specifications. Contractor must also provide a secured storage area for printed patents awaiting transfer to the Postal Service and/or material furnished by the USPTO.

***Access to the work and storage areas** shall be limited to employees involved in the production/storage of United States Patents.

Equipment: All equipment that will be used in the manufacture and/or shipping/ mailing of United States Patents must be located within the previously defined secured area or a second secured area that can also meet the above requirements. **Access Control:** The contractor shall provide the means to prevent unauthorized personnel from entering the secured areas on a 24 hour basis.

Accountability: The contractor shall maintain a record of accountability throughout all phases of production to include (1) finished product, (2) the destruction of imperfect work, (3) furnished materials. This record shall be made available to the Contracting Officer upon request.

Any theft or loss as defined in these specifications shall be reported immediately by the contractor to: Contracting Officer, USPTO, (571) 272-8014.

The contractor shall submit floor plans to the Contracting Officer in their proposal to show that the above requirements will be met.

H.11 MAINTENANCE AGREEMENT

The contractor shall be covered by a maintenance contract or plan (subject to Government approval) providing 24 hour a day service on all equipment utilized in the production of United States Patents.

SECTION I: CONTRACT CLAUSES

I.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	September 2005
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices.	October 1997
52.217-08	Option to Extend Services	November 1999
52.219-06	Notice of Total Small Business Set-Aside	June 2003
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	August 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports On Disabled Veterans and Veterans of the Vietnam Era	December 2001
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement.	August 1996
52.229-03	Federal, State And Local Taxes	April 2003
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996

52.232-18	Availability of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	October 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.233-01 Alternate I	Disputes	December 1991
52.233-03	Protest After Award	August 1996
52.237-03	Continuity Of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01	Changes--Fixed Price	August 1987
52.245-01	Government Property	June 2007
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.251-01	Government Supply Sources.	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.216-18 ORDERING OCTOBER 1995

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

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

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

I.3 52.216-19 ORDER LIMITATIONS OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the total award value;

(2) Any order for a combination of items in excess of total award value; or

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

I.4 52.216-21 REQUIREMENTS OCTOBER 1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment A – Glossary of Terms
Attachment B – Distribution List of United States Patents
Attachment C – Packing Order of Patent Issue Sets
Attachment D – Indicator Form
Attachment E – Corrected Copies Form
Attachment F – Contents List
Attachment G – Invoice Support Listing
Attachment H – Page Image Overlay
Attachment I – Ledger
Attachment J – Classification Label File
Attachment K – Government Printing Office Attributes Program
Attachment L – Past Performance Form

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JAN 2006)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 493110.
- (2) The small business size standard is \$23.5M.

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

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

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

(i) Paragraph (c) applies.

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

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

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

K.2 CERTIFICATION

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

Signature: _____

Title : _____

Date : _____

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

Clause	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number	October 2003
52.214-34	Submission Of Offers In The English Language	April 1991
52.214-35	Submission Of Offers In U.S. Currency	April 1991
52.215-01	Instructions to Offerors—Competitive Acquisition	January 2004

L.2 52.216-01 TYPE OF CONTRACT (Apr 1984)

The Government contemplates award of a fixed price requirements type contract.

L.3 PROPOSAL PREPARATION INSTRUCTIONS

a. Offerors are advised that they must follow the instructions in this section. If you do not understand these instructions, please contact Paul L. Brinckhaus at this email address: paul.brinckhaus@uspto.gov or 571.272.7992. Offerors who fail to submit the requested information as detailed below by the due date will not be considered for further evaluation.

b. The proposal shall be on 8 1/2" by 11" white paper, and on a CD or DVD formatted for Microsoft® Office 2000 (or newer) and formatted for 8 1/2" by 11" page with single-spaced print. Whether on paper, CD or DVD, do not use more than 12 characters per square inch or fonts smaller than 12 point. Tables and exhibits may not be less than 10 characters per square inch or fonts smaller than 10 point.

c. Submit one (1) original and three (3) copies of the paper proposal package and one copy of the CD or DVD.

d. Do not submit any proposal information by facsimile or E-mail.

e. All documents shall be delivered as a single package marked with the Solicitation No. **DOC52PAPT0801018** on the outside of the package.

f. All proposal documents shall be received **no later than 2:00 p.m., Eastern Standard Time (EST), May 16, 2008.** Proposals received after the required time will be considered "late" and handled in accordance with FAR 52.215-1.

g. Depending on the mode of delivery, Offerors' responses should be addressed as follows:

United States Postal Service

United States Patent and Trademark Office
ATTN: Paul L. Brinckhaus/ DOC52PAPT0801018
Office of Procurement
Mail Stop 6, Madison East Building,
7th Floor, Rm. 7B06
PO Box 1450
Alexandria, VA 22313-1450

Hand carried, Courier, or Non-USPS Mail Service

United States Patent and Trademark Office
ATTN: Paul L. Brinckhaus/ DOC52PAPT0801018
Office of Procurement
Madison East Building, 7th Floor, Room 7B06
Alexandria, VA 22314-1450

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

L.4 OFFER

L.4.1 OFFER TO PERFORM

Offerors are required to submit an original and three (3) copies of the following in response to the solicitation:

- | | |
|-----------|---|
| Volume I | A. Management/Technical Plan |
| | B. Past Performance |
| Volume II | C. Price Proposal |
| | D. A completed Section K (Certifications and Representations) |

A. Management/Technical Plan

The Management/Technical Plan should address the Offeror's ability to provide and manage the range of program management activities necessary to perform the contract successfully. The Management/Technical Plan shall not exceed (20) pages, not including any attachments. The Management/Technical Plan must at a minimum cover the following subtopics:

1. Understanding of the USPTO's requirement
2. Production Capabilities and Methods
3. Physical and Human Resources
4. Maintenance Plan
5. Delivery Plan
6. Quality Assurance Plan

All interested offerors shall contact Paul L. Brinckhaus @ 571.272.7992, paul.brinckhaus@uspto.gov to physically pick up a sample package in CD-ROM format, which contains the following sample information: weekly data, three (3) plant patents, three (3) design patents, three (3) certificate of corrections, three (3) reissues, three (3) Statutory Invention Registrations (SIR) and three (3) Reexamination Certificate.

B. Past Performance and Experience.

The Past performance Statement shall not exceed five (5) pages in total inclusive of all Offeror references. This description must include, at a minimum:

1. Experience in managing and performing similar size requirements and delivering comparable products. This section shall demonstrate the Offeror's experience and ability to print, bind, and deliver copies which are the same, or similar to those addressed in Section C (Description/Specification/Work Statement).

This section shall also address:

- Relevance of the offerors past experience;
- Quality of the offerors past experience and performance;
- Timeliness of scheduled deliverables;
- Customer service and satisfaction;
- Communication of critical matters affecting production and deliverables; and
- Flexibility and adaptability to unforeseen adjustments to deliverable schedule and production.

2. List of current or previous contracts; (excluded from five (5) page limitation)

The Offeror shall provide current points of contact(Contracting Officer and COTR), point of contact's telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts. The Offeror should provide information on any problems encountered on the identified contracts and the correction action taken.

3. A form in Attachment L of this RFP is provided for the offeror to give to their references. This form should be completed by the reference and submitted via fax not later than the RFP submission due date to the attention of the Contracting Specialist:

FAX 571.273.7992
ATTN: Paul L. Brinckhaus

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of the submission. False information provided concerning references or offerors certifications will result in the USPTO not considering an offeror for award of any resulting contracts. If an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

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

* In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

* The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. 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 the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

C. Price Proposal

USPTO anticipates entering into a fixed-price requirements type contract. Offerors shall complete all of Section B. Offerors must submit a unit price and total amount for each Contract Line Item Number (CLIN) in the price schedule. The Government's estimated annual quantity shall be used in the calculations of the total amounts. The Government reserves the right to make an award on any item for the quantity specified in Section B.

D. Certifications and Representations

The Certifications and Representations provided in Section K of this solicitation shall be completed and provided with your proposal.

L.5 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to paul.brinckhaus@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name of the question will not be published. **All questions regarding the RFP are due by 2:00 p.m. E.S.T. April 28, 2008.** Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.6 INCUMBENT CONTRACTOR

The incumbent contractor is: News Printing Company, Inc. – Old Route 220, P.O. Box 220, Claysburg, PA 16625.

L.7 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.8 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L. Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K). All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

L.9 ALTERNATE PROPOSALS

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

L.10 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.11 PERIOD OF ACCEPTANCE OF OFFERS

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

L.12 TOTAL SMALL BUSINESS SET-ASIDE

This is a Total Small Business Set-Aside.

L.13 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.14 AMENDMENTS TO PROPOSALS

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

L.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) code for this acquisition is 323119.

L.16 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 that will make the final decision for the Department. Protests shall be addressed to:

Protest Decision Authority
United States 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
United States Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number 571-273-0099)

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

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

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

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

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

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good

cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

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

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

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.506, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

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

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

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

L.17 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 “BEST VALUE” DETERMINATION AND CONTRACT AWARD

The USPTO will make a best value determination across all eligible proposals. In making this determination, the USPTO is more concerned with obtaining superior management/technical, and past performance features than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior management/technical quality, or past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior management/technical and past performance. As proposals become more equal in their management/technical and past performance the evaluated price increases in relative importance.

M.3 BASIS OF CONTRACT AWARD

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

Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of management/technical, past performance, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of management/technical and past performance features with difference in price to the USPTO. USPTO shall determine what tradeoff among management/technical, past performance, and price promises the greatest value to the USPTO.

To be eligible for contract award, the Offeror shall meet the following conditions:

- * Determined to be responsible according to the standards of FAR Subpart 9.1. The USPTO reserves the right to conduct a Pre-award survey IAW FAR 9.106 to verify and determine that the Offeror has the facilities and equipment necessary to perform the contract.
- * Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation.
- * Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required.
- * Meets all needs set forth in Section C.
- * Provides the best overall value to the USPTO as represented by a combination of management/technical, past performance, and price factors.

M.4 AWARD WITHOUT DISCUSSIONS

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

M.5 EVALUATION PROCEDURES

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to solicitation # DOC52PAPT0801018. The USPTO will evaluate and make award based upon the evaluation criteria provided below:

A. Management/Technical Plan

The USPTO will assess the Offeror's ability to provide and manage the full range of program management and technical activities necessary to perform the contract successfully. The USPTO will evaluate the Offeror's: Understanding of the USPTO's Requirement, Production Capabilities, Physical and Human Resources, Maintenance Plan, Delivery Plan, and Quality Assurance Plan.

A proposal that incorporates innovative and emerging technologies, that in the most economic and efficient manner, improves systems and mission performance, will be considered more favorably.

B. Past Performance

The USPTO will utilize past performance information submitted in response to the Solicitation. Additionally, in the conduct of its evaluation of offeror's proposal, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include, but are not limited to, technical reports, commercial literature, and contact with 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. Additionally, past performance information obtained will be used to determine offeror's responsibility. The USPTO will examine the following elements in evaluating the offeror's Past Performance:

- Relevance of the offerors past experience;
- Quality of the offerors past experience and performance;
- Timeliness of scheduled deliverables;
- Customer service and satisfaction;
- Communication of critical matters affecting production and deliverables; and
- Flexibility and adaptability to unforeseen adjustments to deliverable schedule and production.

C. Price Proposal

The USPTO will evaluate the Offeror's proposal and pricing of all CLIN items listed in Section B. The price proposal will be reviewed and analyzed in depth for reasonableness (and if necessary, for realism), but will not be scored.

D. Relative Importance of Evaluation Factors

The factors are weighted accordingly:

- Factor A is more important than B.
- Factors A and B listed above, both individually and when combined are more important than Factor C.
- Factor C will not be scored, but will be evaluated.

M.6 SINGLE AWARD

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

M.7 UNBALANCED OFFERORS

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.