

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING			
2. CONTRACT (Proc. Inst. Ident.) NO. 1333BJ21C00151003		3. EFFECTIVE DATE 06/14/2021		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Lines			
5. ISSUED BY Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE, 7th Floor ALEXANDRIA, VA 22313-1450		CODE 1333BJ		6. ADMINISTERED BY (If other than item 5) CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FLATIRONS SOLUTIONS CORPORATION 5755 CENTRAL AVE BOULDER, CO 80301-2848 DUNS: 039716852				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE: FLATIRON		FACILITY CODE: *					
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE 1333BJ OFFICE OF FINANCE US Patent and Trademark Office Office of Finance - Box 17 Washington, DC 20231					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		14. ACCOUNTING AND APPROPRIATION DATA 2021-A-00-150997-PNCSPA-NONCOMP-2528-P018-C25222-150200-2021					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See Lines This award obligates full funding in the amount of \$56,959,927.20 for line items 0006 and 0007 as detailed below.  The volume 1 technical proposal dated 11 May 2021 is incorporated by reference, but excludes Factor D and Appendix A.						
15G. TOTAL AMOUNT OF CONTRACT					\$56,959,927.20		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS		CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE			
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) <b>Steven R. Scheuber, Vice President</b>				20A. NAME OF CONTRACTING OFFICER Loren S Dean			
19B. NAME OF CONTRACTOR BY Scheuber.Steven.R. ORC3011027864.ID <small>Digitally signed by Scheuber.Steven.R. ORC3011027864.ID Date: 2021.06.11 15:23:55 -0500</small> (Signature of person authorized to sign)		19C. DATE SIGNED <b>11 Jun 2021</b>		20B. UNITED STATES OF AMERICA <b>Users, Dean, Loren</b> <small>Digitally signed by Users, Dean, Loren Date: 2021.06.11 T16:33:59 -04'00'</small> (Signature of Contracting Officer)		20C. DATE SIGNED	

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
B	Supplies or Services and Prices/Costs.....	3

**Section B - Supplies or Services and Prices/Costs**

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Front End Processing - Base	1.000000	LOT		
	Period - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2021 - 06/13/2022

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Pre-Grant Publication - Base	1.000000	LOT		
	Period - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2021 - 06/13/2022

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	Data Capture - Base Period -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2021 - 06/13/2022

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0004	Patent Number Assignment	1.000000	LOT		
	Processing - Base Period -				
	Optional Line				
	Firm Fixed Price				

<b>Period of Performance:</b> 06/14/2021 - 06/13/2022					
<b>Extended Description:</b> This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
<b>Reference Line:</b> 150P2001120 - 0001					
<b>Pricing Options:</b> Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0005	Post Issuance - Base Period -  Optional Line  Firm Fixed Price	1.000000	LOT		
<b>Period of Performance:</b> 06/14/2021 - 06/13/2022					
<b>Extended Description:</b> This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
<b>Reference Line:</b> 150P2001120 - 0001					
<b>Pricing Options:</b> Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0006	Initial ATO - Base Period  Firm Fixed Price	12.000000	MO		
<b>Period of Performance:</b> 06/14/2021 - 06/13/2022					
<b>Extended Description:</b> Start-Up A&A - SubCLIN 006A - Initial A&A/Initial ATO, detailed in Attachment 40.					
<b>Reference Line:</b> 150P2101050 - 0006					
<b>Pricing Options:</b> Base					
	<b>CLIN Funding:</b> 1. (2021-A-00-150997-PNCSPA-NONCOMP-2528-P018-C25222-150200-2021)				
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0007	Transition In - Base Period  Firm Fixed Price	12.000000	MO		
<b>Period of Performance:</b> 06/14/2021 - 06/13/2022					
<b>Extended Description:</b> Transition SubCLIN 007A - Transition In, detailed in Attachment 40.					
<b>Reference Line:</b> 150P2101050 - 0007					
<b>Pricing Options:</b> Base					
	<b>CLIN Funding:</b> 1. (2021-A-00-150997-PNCSPA-NONCOMP-2528-P018-C25222-150200-2021)				
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	Front End Processing - Option  Period 1 - Optional Line  Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2022 - 06/13/2023**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	Pre-Grant Publication - Option	1.000000	LOT		
	Period 1 - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2022 - 06/13/2023**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	Data Capture - Option Period 1 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2022 - 06/13/2023**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1004	Patent Number Assignment	1.000000	LOT		
	Processing - Option Period 1 -				
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2022 - 06/13/2023**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1005	Post Issuance - Option Period 1 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2022 - 06/13/2023					
Extended Description: This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
Reference Line: 150P2001120 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1006	ATO Annual Recertification-	1.000000	YR		
	Option Period 1				
	Firm Fixed Price				
Period of Performance: 06/14/2022 - 06/13/2023					
Extended Description: Annual A&A/Recertification of ATO 1 year.					
Reference Line: 150P2101050 - 0006					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1007	Transition In - Option Period 1	6.000000	MO		
	Firm Fixed Price				
Period of Performance: 06/14/2022 - 06/13/2023					
Extended Description: Transition SubCLIN 007A - Transition In, detailed in Attachment 40.					
Reference Line: 150P2101050 - 0007					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1008	Transition Out - Option Period 1	1.000000	SVC		
	Firm Fixed Price				
Period of Performance: 06/14/2022 - 06/13/2023					
Extended Description: Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.					
Reference Line: 150P2101050 - 0007					
Pricing Options: Unexercised Option					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	Front End Processing - Option	1.000000	LOT		
	Period 2 - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2023 - 06/13/2024

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	Pre-Grant Publication - Option	1.000000	LOT		
	Period 2 - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2023 - 06/13/2024

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2003	Data Capture - Option Period 2 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2023 - 06/13/2024

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2004	Patent Number Assignment	1.000000	LOT		
	Processing - Option Period 2 -				
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2023 - 06/13/2024

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2005	Post Issuance - Option Period 2 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2023 - 06/13/2024

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2006	ATO Annual Recertification - Option Period 2 Firm Fixed Price	1.000000	YR		

**Period of Performance:** 06/14/2023 - 06/13/2024

**Extended Description:** Annual A&A/Recertification of ATO 1 year.

**Reference Line:** 150P2101050 - 0006

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2007	Transition Out - Option Period 2 Firm Fixed Price	1.000000	SVC		

**Period of Performance:** 06/14/2023 - 06/13/2024

**Extended Description:** Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.

**Reference Line:** 150P2101050 - 0007

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	Front End Processing - Option Period 3 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2024 - 06/13/2025



**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3002	Pre-Grant Publication - Option	1.000000	LOT		
	Period 3 - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2024 - 06/13/2025

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3003	Data Capture - Option Period 3 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2024 - 06/13/2025

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3004	Patent Number Assignment	1.000000	LOT		
	Processing - Option Period 3 -				
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2024 - 06/13/2025

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3005	Post Issuance - Option Period 3 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2024 - 06/13/2025

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3006	ATO Annual Recertification - Option Period 3 Firm Fixed Price	1.000000	YR		

**Period of Performance:** 06/14/2024 - 06/13/2025

**Extended Description:** Annual A&A/Recertification of ATO 1 year.

**Reference Line:** 150P2101050 - 0006

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3007	Transition Out - Option Period 3 Firm Fixed Price	1.000000	SVC		

**Period of Performance:** 06/14/2024 - 06/13/2025

**Extended Description:** Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.

**Reference Line:** 150P2101050 - 0007

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	Front End Processing - Option Period 4 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2025 - 06/13/2026

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4002	Pre-Grant Publication - Option	1.000000	LOT		
	Period 4 - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2025 - 06/13/2026

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4003	Data Capture - Option Period 4 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2025 - 06/13/2026

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4004	Patent Number Assignment	1.000000	LOT		
	Processing - Option Period 4 -				
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2025 - 06/13/2026

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4005	Post Issuance - Option Period 4 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2025 - 06/13/2026

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4006	ATO Annual Recertification - Option Period 4 Firm Fixed Price	1.000000	YR		

**Period of Performance:** 06/14/2025 - 06/13/2026

**Extended Description:** Annual A&A/Recertification of ATO 1 year.

**Reference Line:** 150P2101050 - 0006

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4007	Transition Out - Option Period 4 Firm Fixed Price	1.000000	SVC		

**Period of Performance:** 06/14/2025 - 06/13/2026

**Extended Description:** Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.

**Reference Line:** 150P2101050 - 0007

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5001	Front End Processing - Option Period 5 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2026 - 06/13/2027

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5002	Pre-Grant Publication - Option Period 5 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2026 - 06/13/2027

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5003	Data Capture - Option Period 5 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2026 - 06/13/2027

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5004	Patent Number Assignment Processing - Option Period 5 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2026 - 06/13/2027

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5005	Post Issuance - Option Period 5 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2026 - 06/13/2027

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5006	ATO Annual Recertification - Option Period 5 Firm Fixed Price	1.000000	YR		
<b>Period of Performance:</b> 06/14/2025 - 06/13/2026					
<b>Extended Description:</b> Annual A&A/Recertification of ATO 1 year.					
<b>Reference Line:</b> 150P2101050 - 0006					
<b>Pricing Options:</b> Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5007	Transition Out - Option Period 5 Firm Fixed Price	1.000000	SVC		
<b>Period of Performance:</b> 06/14/2026 - 06/13/2027					
<b>Extended Description:</b> Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.					
<b>Reference Line:</b> 150P2101050 - 0007					
<b>Pricing Options:</b> Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
6001	Front End Processing - Option Period 6 - Optional Line Firm Fixed Price	1.000000	LOT		
<b>Period of Performance:</b> 06/14/2027 - 06/13/2028					
<b>Extended Description:</b> This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
<b>Reference Line:</b> 150P2001120 - 0001					
<b>Pricing Options:</b> Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
6002	Pre-Grant Publication - Option Period 6 - Optional Line Firm Fixed Price	1.000000	LOT		
<b>Period of Performance:</b> 06/14/2027 - 06/13/2028					
<b>Extended Description:</b> This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
<b>Reference Line:</b> 150P2001120 - 0001					
<b>Pricing Options:</b> Unexercised Option					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
6003	Data Capture - Option Period 6 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2027 - 06/13/2028

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
6004	Patent Number Assignment Processing - Option Period 6 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2027 - 06/13/2028

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
6005	Post Issuance - Option Period 6 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2027 - 06/13/2028

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
6006	ATO Annual Recertification - Option Period 6 Firm Fixed Price	1.000000	YR		

**Period of Performance:** 06/14/2027 - 06/13/2028

**Extended Description:** Annual A&A/Recertification of ATO 1 year.

Reference Line: 150P2101050 - 0006					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
6007	Transition Out - Option Period 6	1.000000	SVC		
	Firm Fixed Price				
Period of Performance: 06/14/2027 - 06/13/2028					
Extended Description: Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.					
Reference Line: 150P2101050 - 0007					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
7001	Front End Processing - Option	1.000000	LOT		
	Period 7 - Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2028 - 06/13/2029					
Extended Description: This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
Reference Line: 150P2001120 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
7002	Pre-Grant Publication - Option	1.000000	LOT		
	Period 7 - Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2028 - 06/13/2029					
Extended Description: This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
Reference Line: 150P2001120 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
7003	Data Capture - Option Period 7 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2028 - 06/13/2029					



**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
7004	Patent Number Assignment	1.000000	LOT		
	Processing - Option Period 7 -				
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2028 - 06/13/2029

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
7005	Post Issuance - Option Period 7 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2028 - 06/13/2029

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
7006	ATO Annual Recertification -	1.000000	YR		
	Option Period 7				
	Firm Fixed Price				

**Period of Performance:** 06/14/2028 - 06/13/2029

**Extended Description:** Annual A&A/Recertification of ATO 1 year.

**Reference Line:** 150P2101050 - 0006

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
7007	Transition Out - Option Period 7	1.000000	SVC		
	Firm Fixed Price				

Period of Performance: 06/14/2028 - 06/13/2029					
Extended Description: Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.					
Reference Line: 150P2101050 - 0007					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
8001	Front End Processing - Option	1.000000	LOT		
	Period 8 - Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2029 - 06/13/2030					
Extended Description: This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
Reference Line: 150P2001120 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
8002	Pre-Grant Publication - Option	1.000000	LOT		
	Period 8 - Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2029 - 06/13/2030					
Extended Description: This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
Reference Line: 150P2001120 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
8003	Data Capture - Option Period 8 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2029 - 06/13/2030					
Extended Description: This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
Reference Line: 150P2001120 - 0001					
Pricing Options: Unexercised Option					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
8004	Patent Number Assignment	1.000000	LOT		
	Processing - Option Period 8 -				
	Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2029 - 06/13/2030					
Extended Description: This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
Reference Line: 150P2001120 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
8005	Post Issuance - Option Period 8 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				
Period of Performance: 06/14/2029 - 06/13/2030					
Extended Description: This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.					
Reference Line: 150P2001120 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
8006	ATO Annual Recertification -	1.000000	YR		
	Option Period 8				
	Firm Fixed Price				
Period of Performance: 06/14/2029 - 06/13/2030					
Extended Description: Annual A&A/Recertification of ATO 1 year.					
Reference Line: 150P2101050 - 0006					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
8007	Transition Out - Option Period 8	1.000000	SVC		
	Firm Fixed Price				
Period of Performance: 06/14/2029 - 06/13/2030					
Extended Description: Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.					
Reference Line: 150P2101050 - 0007					

**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
9001	Front End Processing - Option	1.000000	LOT		
	Period 9 - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2030 - 06/13/2031

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
9002	Pre-Grant Publication - Option	1.000000	LOT		
	Period 9 - Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2030 - 06/13/2031

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
9003	Data Capture - Option Period 9 -	1.000000	LOT		
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2030 - 06/13/2031

**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.

**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
9004	Patent Number Assignment	1.000000	LOT		
	Processing - Option Period 9 -				
	Optional Line				
	Firm Fixed Price				

**Period of Performance:** 06/14/2030 - 06/13/2031**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
9005	Post Issuance - Option Period 9 - Optional Line Firm Fixed Price	1.000000	LOT		

**Period of Performance:** 06/14/2030 - 06/13/2031**Extended Description:** This is an optional line item that may be exercised unilaterally by the Government based on the volume % detailed in Attachment 40. The total Not to Exceed (NTE) amount listed is based on 100% volume for informational purposes only and may be adjusted unilaterally by the Government based on the assigned volume % utilizing the Firm-Fixed unit price rates detailed in Attachment 40.**Reference Line:** 150P2001120 - 0001**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
9006	ATO Annual Recertification - Option Period 9 Firm Fixed Price	1.000000	YR		

**Period of Performance:** 06/14/2030 - 06/13/2031**Extended Description:** Annual A&A/Recertification of ATO 1 year.**Reference Line:** 150P2101050 - 0006**Pricing Options:** Unexercised Option

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
9007	Transition Out - Option Period 9 Firm Fixed Price	1.000000	SVC		

**Period of Performance:** 06/14/2030 - 06/13/2031**Extended Description:** Transition SubCLIN 007B - Transition Out, detailed in Attachment 40. This is an optional line item that may be exercised unilaterally by the Government.**Reference Line:** 150P2101050 - 0007**Pricing Options:** Unexercised Option

CLIN Funding:		Cost:
<b>Base Totals:</b>		
<b>Exercised Options Totals:</b>		
<b>Unexercised Options Totals:</b>		

CLIN Funding:					Cost:
Base and Options Totals:					\$1,401,289,269.55
CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount	
0001		\$0.00			
0002		\$0.00			
0003		\$0.00			
0004		\$0.00			
0005		\$0.00			
0006		\$0.00			
0007		\$0.00			
1001		\$0.00			
1002		\$0.00			
1003		\$0.00			
1004		\$0.00			
1005		\$0.00			
1006		\$0.00			
1007		\$0.00			
1008		\$0.00			
2001		\$0.00			
2002		\$0.00			
2003		\$0.00			
2004		\$0.00			
2005		\$0.00			
2006		\$0.00			
2007		\$0.00			
3001		\$0.00			
3002		\$0.00			
3003		\$0.00			
3004		\$0.00			
3005		\$0.00			

3006		\$0.00		
3007		\$0.00		
4001		\$0.00		
4002		\$0.00		
4003		\$0.00		
4004		\$0.00		
4005		\$0.00		
4006		\$0.00		
4007		\$0.00		
5001		\$0.00		
5002		\$0.00		
5003		\$0.00		
5004		\$0.00		
5005		\$0.00		
5006		\$0.00		
5007		\$0.00		
6001		\$0.00		
6002		\$0.00		
6003		\$0.00		
6004		\$0.00		
6005		\$0.00		
6006		\$0.00		
6007		\$0.00		
7001		\$0.00		
7002		\$0.00		
7003		\$0.00		
7004		\$0.00		
7005		\$0.00		
7006		\$0.00		

7007		\$0.00		
8001		\$0.00		
8002		\$0.00		
8003		\$0.00		
8004		\$0.00		
8005		\$0.00		
8006		\$0.00		
8007		\$0.00		
9001		\$0.00		
9002		\$0.00		
9003		\$0.00		
9004		\$0.00		
9005		\$0.00		
9006		\$0.00		
9007		\$0.00		
CLIN	Minimum Quantity All Orders	Minimum Amount All Orders	Maximum Quantity All Orders	Maximum Amount All Orders
0001		\$0.00	1.000000	
0002		\$0.00	1.000000	
0003		\$0.00	1.000000	
0004		\$0.00	1.000000	
0005		\$0.00	1.000000	
0006		\$0.00	12.000000	
0007		\$0.00	12.000000	
1001		\$0.00	1.000000	
1002		\$0.00	1.000000	
1003		\$0.00	1.000000	
1004		\$0.00	1.000000	
1005		\$0.00	1.000000	
1006		\$0.00	1.000000	
1007		\$0.00	6.000000	

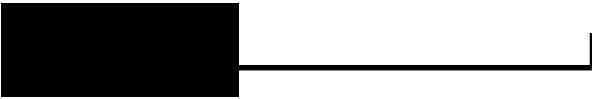


1008		\$0.00	1.000000	
2001		\$0.00	1.000000	
2002		\$0.00	1.000000	
2003		\$0.00	1.000000	
2004		\$0.00	1.000000	
2005		\$0.00	1.000000	
2006		\$0.00	1.000000	
2007		\$0.00	1.000000	
3001		\$0.00	1.000000	
3002		\$0.00	1.000000	
3003		\$0.00	1.000000	
3004		\$0.00	1.000000	
3005		\$0.00	1.000000	
3006		\$0.00	1.000000	
3007		\$0.00	1.000000	
4001		\$0.00	1.000000	
4002		\$0.00	1.000000	
4003		\$0.00	1.000000	
4004		\$0.00	1.000000	
4005		\$0.00	1.000000	
4006		\$0.00	1.000000	
4007		\$0.00	1.000000	
5001		\$0.00	1.000000	
5002		\$0.00	1.000000	
5003		\$0.00	1.000000	
5004		\$0.00	1.000000	
5005		\$0.00	1.000000	
5006		\$0.00	1.000000	
5007		\$0.00	1.000000	

6001		\$0.00	1.000000	
6002		\$0.00	1.000000	
6003		\$0.00	1.000000	
6004		\$0.00	1.000000	
6005		\$0.00	1.000000	
6006		\$0.00	1.000000	
6007		\$0.00	1.000000	
7001		\$0.00	1.000000	
7002		\$0.00	1.000000	
7003		\$0.00	1.000000	
7004		\$0.00	1.000000	
7005		\$0.00	1.000000	
7006		\$0.00	1.000000	
7007		\$0.00	1.000000	
8001		\$0.00	1.000000	
8002		\$0.00	1.000000	
8003		\$0.00	1.000000	
8004		\$0.00	1.000000	
8005		\$0.00	1.000000	
8006		\$0.00	1.000000	
8007		\$0.00	1.000000	
9001		\$0.00	1.000000	
9002		\$0.00	1.000000	
9003		\$0.00	1.000000	
9004		\$0.00	1.000000	
9005		\$0.00	1.000000	
9006		\$0.00	1.000000	
9007		\$0.00	1.000000	

Accounting and Appropriations Data:

Accounting and Funding Total:





**United States Patent and Trademark Office PATENT DATAand DOCUMENT**

**MANAGEMENT**

**Contract Number: 1333BJ21C00151003**

**6/14/2021**

# Table of Contents

SECTION B – SERVICES and PRICE/COSTS ..... 30

SECTION C – STATEMENT OF WORK..... 33

SECTION D – PACKAGING AND MARKING..... 83

SECTION E – INSPECTION AND ACCEPTANCE ..... 84

SECTION F – DELIVERIES/PERFORMANCE..... 88

SECTION G – CONTRACT ADMINISTRATION DATA..... 94

SECTION H – SPECIAL CONTRACT REQUIREMENTS ..... 98

SECTION I – CONTRACT CLAUSES..... 124

SECTION J – List of Attachments..... 137

ATTACHMENTS.....Uploaded Separately

SECTION B – SERVICES and PRICE/COSTS

B.1 GENERAL

The United States Patent and Trademark Office (USPTO) Patent Data and Document Management (PDDM) contract is a firm-fixed-price contract for the indexing and scanning of all paper filed documents, the quality review of all electronically filed documents—that collectively form the official electronic file wrapper—, and the patent data capture and composition of patent applications for publication and patent grant issuance.

The scope of work is described in Section C – Statement of Work.

The North American Industry Classification System (NAICS) code associated with this contract is 511199 – All Other Publishers.

B.2 PERIODS OF PERFORMANCE AND VOLUME ESTIMATES

Contract Line Item Numbers with volume estimates are included in **Attachment 40 – Pricing Template** for the following Periods of Performance:

Base Year	6/14/2021 – 6/13/2022
Option Year 1	6/14/2022 – 6/13/2023
Option Year 2	6/14/2023 – 6/13/2024
Option Year 3	6/14/2024 – 6/13/2025
Option Year 4	6/14/2025 – 6/13/2026
Option Year 5	6/14/2026 – 6/13/2027
Option Year 6	6/14/2027 – 6/13/2028
Option Year 7	6/14/2028 – 6/13/2029
Option Year 8	6/14/2029 – 6/13/2030
Option Year 9	6/14/2030 – 6/13/2031

Offerors shall provide a fixed unit price for each CLIN listed in Attachment 40 – Pricing Template for the base year and all option years in the Offeror’s business proposal. Proposed fixed unit prices shall be fully burdened. Offerors must have their proposals go to the penny verses a millionth of a penny level.

The volumes provided in Attachment 40– Pricing Template are not-to-exceed estimates and are not guaranteed. Actual volumes may vary.

B.3 CONTRACT TYPE AND STRUCTURE

This is a firm-fixed-price stand-alone. The Pricing Template, Attachment 40, identifies the separate average volume percentages by unit pricing tiers. The unit pricing tiers are 25%, 45%, 65% and 100%. The contractor assigned average<sup>1</sup> volume percentage may be any percentage at or above 25% but is subject to the corresponding unit

<sup>1</sup> Once all contract start-up requirements are achieved, and contingent upon the contractor meeting milestones put forth in its transition plan, a contractor will average its assigned volume percentage over the course of the applicable

yearlong period of performance. For example, if a contractor is assigned an average of 25% of the volumes for a given year, the USPTO may start the contractor below 25% and end the contractor higher than 25%, for an average of 25% during that year. In this example, the other pricing tier. For example, if a contractor is assigned an average of 30% of the volumes, the USPTO will apply the 25% unit pricing. If a contractor is assigned 50% of the volumes, the USPTO will apply the 45% unit pricing.

CLIN 0001 (Front End Processing) may be exercised at a different percentage than the other main CLINs, but contractors are guaranteed at least 25% of all main CLINs. CLINs other than FEP will be exercised at the same percentage. This means a contractor could be assigned a different percentage of FEP as compared to the other main CLINs.

Before each option year, the USPTO will notify the contractors, consistent with any contract notice requirements, of the assigned average percentage of volumes for that forthcoming option year. As shown in the Pricing Template, the percentages of volumes will be assigned via the exercise of optional CLINs. The USPTO may unilaterally exercise these optional CLINs throughout the life of the contract in accordance with Optional CLIN and Task Clause in RFP Section H.2. Therefore, contractor workloads may vary (i.e., move up or down) or stay the same for each yearlong period of the contract. The USPTO will strive to notify the contractors of their assigned average volume percentage as early as possible before the subsequent option year. The USPTO does not anticipate assigned average volume percentages to vary significantly from year-to-year, i.e., the USPTO anticipates incremental moves upward or downward.

The Contractor(s)' system/applications must have a valid ATO (signed off by the USPTO) prior to going into operation and processing live patent data which includes unpublished patent application information.<sup>3</sup>

Contractor(s) will utilize CLINs 0006A and 0007A (0007A may be for a period of up to 24 months) from the time of award until an Authority to Operate (ATO) is obtained and other start-up requirements are met. After ATO and successfully processed test batches, the USPTO will assign equal to or above 25% of the volumes. However, the USPTO reserves the right to exercise the options for any quantity of volumes, up to and including 100% of volumes, in the event of an unsuccessful ATO or test batches, or terminated ATO during the performance of the contract, or is otherwise terminated.

#### **B.4 HISTORICAL PRODUCTION VOLUMES**

Historical volumes are provided for informational purposes and do not constitute a commitment from USPTO that these will be actual volumes and sizes in the future. All historical volume information is provided in Attachment 4, entitled Crosswalk of CLINs to SOW and Historical Volumes and as well as in Attachments 5a—5d, located in Section J.

#### **B.5 CONTRACTOR INITIATED PRICE REDUCTION**

It is anticipated that the Contractor's cost may decrease during the contract term due to increased efficiencies, more efficient use of technology, and improved risk management based on enhanced understanding of the USPTO's requirements. At any time during the contract performance, the Contractor may submit a proposal to reduce its contract volume pricing. The USPTO will review the proposal for price reasonableness and may request supporting documentation, if appropriate. If the USPTO determines that the proposed reduced pricing is reasonable, the parties will execute a bilateral modification implementing the reduced price. If the Contractor wishes to have reduced prices considered in the USPTO's determination to exercise or not exercise a contract option, the Contractor shall submit its reduced pricing proposal at least 90 days before the expiration of the current period of contract performance, as applicable.

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contractor would start higher than their 75% assigned average percentage and finish lower than the 75%, to average 75%

by contract year end.

<sup>3</sup> A contractor may not receive the guaranteed 25% minimum during transition if the contractor's own ramp-up schedule does not allow for 25%.



## SECTION C – STATEMENT OF WORK

### C.1 OBJECTIVE

The objective of this contract is to provide the United States Patent and Trademark Office (USPTO) and its customers with indexing and scanning of all paper documents filed and quality review of electronically filed documents that collectively form the official electronic file wrapper and to provide patent data capture and composition of patent applications for publication and patent grant issuance.

A complete understanding of the Patent Data Capture requirements can only be achieved by thoroughly reviewing this Statement of Work (SOW) as well as all references and attachments provided in Section J. In addition, Section J includes a Glossary providing a comprehensive list of terms and their definitions as they relate to this requirement.

The Contractor shall perform conversion and composition of patent application data received from various sources. The USPTO meets the statutory requirements of publishing patent applications and granting issued patents using the composed patent application data. Patent application data is reviewed during conversion and composition to ensure compliance with applicable statutes, quality standards and rules as described in accordance with the Technical References attached in Section J.

The USPTO is currently enhancing and developing information technology (IT) replacement tools to be used by all stakeholders throughout the patent filing, publication, examination and grant process. Once fully deployed, the USPTO's "Patents End-to-End" (PE2E) system will move the USPTO away from image based filing and examination (PDF and TIFF format) and leverage data, text, information and technology by providing stakeholders with improved patent application processing, higher quality data, and integration of processes currently managed across multiple separate systems.

A prime example of a PE2E project that could impact the requirements under this contract would include the proposed changes in the web based Electronic Filing System (EFS Web). Currently applicants submit applications and follow-on papers in .pdf format through EFS Web by attaching them as part of their submission. Ninety-Eight percent (98%) of all patent applications are currently filed electronically in this PDF format. With the move to PE2E, the new patent application filing program, called Patent Center, will allow patent filing, ingest, routing, display, and retrieval of applicant Patent Application submissions in a structured text file format. Patent Center phase 1 was piloted in FY 2017, and the full Patent Center functionality is expected FY 2020. These changes will impact Front End Processing (FEP), specifically Quality Control (QC), customer support and the data capture process for both Pre-Grant Publication and Patent Grant because the applicant supplied text will be of higher quality, modifications to the file content will be captured in text format during the examination process, and the applicant will have access to the text file during prosecution and be allowed to review and update the file as needed, again, all in text format. This will potentially make obsolete the need for rescanning and compilation of information by the Contractor.

Programmatic changes are anticipated over the life of this contract and detailed requirements, including any changes to patent data capture, changes to IT standards, and changes to USPTO policy. Specific timing of the changes are not known at this time. As such, this contract is subject to change during the proposed lifecycle of this contract, including potential de-scoping of work (removal of CLINs and/or reduction in CLIN quantities), based on changing Government requirements. The USPTO will endeavor to maintain open communications with the contractor, to allow for as much time as possible as changes in automation are contemplated. The USPTO will negotiate mutually agreed and reasonable time for implementation of changes as a result of automation. The USPTO will work with the Contractor to allow ample time for testing prior to implementation.

Unless otherwise stipulated, the Contractor must provide all personnel, equipment and space to fulfill the requirements of the contract.

## C.2 BACKGROUND

The USPTO is responsible for granting U.S. patents and registering trademarks. In doing this, the USPTO fulfills the mandate of Article I, Section 8, Clause 8, of the Constitution "To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries."

The USPTO publishes pending utility and plant patent applications as mandated in 37 CFR 1.211, 18-months after the earliest effective filing date unless the application has been patented or abandoned, or a request not to publish has been filed. The USPTO first started publishing patent applications in 2001. Through December 2019, the USPTO has published in excess of 5,800,000 patent applications. Applications are posted on the USPTO website each Thursday satisfying the requirement to publish.

The USPTO issues patent grants as mandated in 37 CFR 1.314 for applications that have completed the examination process and have been determined to contain patentable subject matter. Granted Patents are issued weekly and published in the Official Gazette for Patents. The USPTO issued patent number 10,000,000 on June 19, 2018 and through December 2019, the USPTO has issued in excess of 10,520,000 patents.

To view published applications and issued Patents, visit <https://www.uspto.gov/patents-application-process/search-patents>.

The USPTO issues approved corrections to patent grants through the Certificates of Correction (C of C) process. The USPTO issues approved corrections to patent grants as mandated in 37 CFR 1.322 and 1.323 each week. For additional information related to Certificates of Correction, visit <https://www.uspto.gov/patents-application-process/patent-search/authority-files/certificates-correction>.

The USPTO processes and maintains all records associated with patent applications in an electronic environment also referred to as the official electronic file wrapper in a Tagged Image File Format (TIFF). Approximately 98% of all newly filed Patent Applications and 92% of papers received after the initial filing of the application, also referred to as follow-on documents, are received via EFS Web and are automatically ingested into the official electronic file wrapper. The 2% of newly filed applications and 8% of follow-on components filed in paper must be scanned into the official electronic file wrapper.

The Office of Data Management (ODM), within the Office of Patent Information Management (OPIM), is responsible for managing multiple mission critical activities to support the patent examination process. ODM oversight and control consists of the following:

- Front-End-Processing (FEP)
- Pre-Grant Publication (PG-Pub)
- Post Allowance
- Post Issuance

Each of these specific areas and Contractor responsibilities are detailed within this SOW. The Contractor shall provide deliverables to the USPTO that are uniform, ready for publication and comply with the SOW requirements and in accordance with attachments provided in Section J. The schedule for providing each of the deliverables is provided in the Production Schedules found in Section F. All delivery dates are expressed in terms of Prior Workdays (PWD). PWD is defined by the number of workdays before publication Thursday (PG-Pub) or issue Tuesday (Grants). Publication Thursday and issue Tuesday are expressed as PWD one (1).

The documents provided in Section J as attachments, expound upon processes, procedures, and quality standards for the requirements under this contract. The documents provided contain the most recent instructions. The documents will be updated to reflect changes to processes and procedures as necessary.

The following are the high-level requirements of the SOW:

- FEP
  - Index and scan all paper documents
  - Retrieve paper documents from designated locations
  - Maintain an inventory of paper documents for potential retrieval until such time they are scheduled for destruction
  - Create artifact folders
  - Perform Quality Assurance and correct web based submissions
  - Provide customer support by taking corrective action associated with indexing problems, missing documents, and image quality
- PG Pub
  - Convert and compose pending utility and plant applications for weekly publication in image and text file formats
- Post Allowance
  - Convert and compose all allowed applications for weekly issuance of patent grants in image and text file formats
  - Perform Quality Control of documents within the official electronic file wrapper for each allowed application
  - Send notifications to patent examiners requesting resolution either due to a quality issue or due to documents submitted after allowance that require their action
  - Mail notices to applicants to resolve quality issues or in response to documents submitted after allowance
  - Monitor applications that require a response and ensure appropriate action is taken upon receipt of the response or upon expiration of the time period for response
  - Process all documents/correspondence received after allowance
  - Ensure all allowed applications proceed to grant in a timely manner
  - Assign patent numbers for the weekly issue based upon the issue schedule provided by the USPTO
  - Assemble printed patent grants received from the USPTO Patent Printing Contractor
  - Prepare and mail abandonment notices
  - Maintain an inventory of artifact folders associated with allowed applications
  - Convert and compose Reexamination and Patent Trial and Appeals Board (PTAB) certificates for daily issuance
  - Create the daily electronic Official Gazette
  - Create the weekly electronic Official Gazette
- Post Issuance
  - Convert and compose approved requests for C of C in image file format
  - Convert and compose miscellaneous Patent certificates
  - Recapture Patent Grant due to C of C

## **C.3 GOVERNMENT FURNISHED ITEMS & CONTRACTOR FURNISHED ITEMS**

### **C.3.1 Government Furnished Data (GFD)**

The USPTO will provide data necessary for performance under the requirements of this contract by means of secure file transfer to the Contractor. The Contractor must encrypt Federal information at rest and in transit unless otherwise protected by alternative physical and logical safeguards implemented at multiple layers, including networks, systems, applications, and data approved by the government." Ref: OMB Circular A-130, Managing Information or any superseding policy as a Strategic Resource. Only current FIPS-validated cryptography is approved for use. Legacy FIPS 140-2 cryptographic methods are not authorized including, but not limited to, DES (Data Encryption Standard), 3DES (Triple Data Encryption Standard), Triple DES, TDES, Triple Data Encryption Algorithm, T DEA, Triple DEA, and any other still authorized legacy algorithm and or module with a key length less than 128 effective bits.

#### **C.3.1.1 Contractor's Responsibilities - Information Technology (IT) Security Implementation.**

Contractor information systems must meet NIST SP 800-171 (Protecting Controlled Unclassified Information (CUI) or superseding language in Nonfederal Systems and Organizations) security requirements and USPTO security requirements. The USPTO's Security Assessment and Authorization (A&A) procedures shall be followed to ensure the integrity, confidentiality and the availability of USPTO's CUI and information systems. USPTO will conduct periodic validation of the contractor's compliance with NIST SP 800-171, and may include any or all of the security/privacy controls that apply to the system based on designated impact level for the system. The Contractor's system/application must have a valid Authority to Operate (ATO) (authorized by USPTO Co-Authorizing Officials (Co-AOs) prior to placing the system into operation, transferring, processing, and/or storing USPTO CUI. All sites must pass USPTO Assessment and Authorization before access is granted and all modifications to the assessed system(s) and infrastructure must be authorized by USPTO prior to changes being made to include remote, satellite, and sub-contractor locations. At no time is Government Furnished Data (GFD) and or systems used to access, store, process, and or transport government data permitted to be taken out of the United States and or legally protected US territories. Breach and or failure to comply shall be grounds for the immediate removal of access to GFD and ATO systems of individual(s) and or entities involved. The contractor shall immediately, within two hours of awareness, notify the government of such breach and or failure to comply.

The ATO process takes approximately six months or more and the ATO must be obtained before the contractor can begin processing live patent data. More information on these IT security requirements can be found in Section H.1: Information Technology (IT) Security Implementation.

The Contractor must also comply with all Security Processing Requirements found in Clause PTO-12 found in Section H of the RFP for a HIGH OR MODERATE RISK contract, as well as any other FISMA/NIST requirements pertaining to contract employee suitability. Meeting these requirements includes but is not limited to:

- screening employees for suitability
- submitting documentation for Government background investigations
- fingerprinting employees
- completing necessary forms
- Contractor employee entry of data into eQIP.
- Favorable adjudication of the federal background investigation before any access is granted to Government Furnished Data and or the ATO authorized system

Only contractor staff that meet the security requirements may access data related to this contract. This clause also applies to any subcontractors and/or consultants used by the Contractor.

### **C.3.1.2 Contractors Responsibilities and Network access to USPTO**

Contractors Responsibilities and the type of Network connections allowed are listed in two documents:

1. USPTO CIO Document, entitled "Contractor Access to USPTO", See Section J, Attachment 1a
2. USPTO CIO Document, entitled "Trusted Internet Connections (TIC)", Reference Architecture Document, See Section J, Attachment 2

These documents will explain the various processes and responsibilities the Contractor shall be responsible for prior to gaining access to USPTO and/or to establish a network connection. USPTO requires all connections to systems external to the ATO boundary to be air gapped or separated by a USPTO approved security solution. The security of these connections must be maintained through the life-cycle of the system and duration the ATO. All sites must pass USPTO Assessment and Authorization before access is granted. The various types of networks are listed under the Contractor Access to USPTO, Attachment 1a, Section J and will guide you through the process.

The Contractor shall be required to connect to USPTO through the Trusted Internet Connection (TIC). To review Homeland Security Trusted Internet Connections (TIC) Initiative and receive the full document of the Trusted Internet Connections (TIC), Reference Architecture Document, go to <http://www.dhs.gov/trusted-internet-connections> and The Contractor, who is considered to be an external partner, shall be required to connect to USPTO through the Trusted Internet Connection (TIC). To review Homeland Security Trusted Internet Connections (TIC) Initiative and receive the full document of the Trusted Internet Connections (TIC), Reference Architecture Document, go to <http://www.dhs.gov/trusted-internet-connections> and [https://www.cisa.gov/sites/default/files/publications/TIC\\_Ref\\_Arch\\_v2.2\\_2017.pdf](https://www.cisa.gov/sites/default/files/publications/TIC_Ref_Arch_v2.2_2017.pdf) or Attachment 2, Section J.

### **C.3.1.3 File Transfer Method**

All data transfer solutions for transmitting and receiving data must implement the current encryption algorithms and validated cryptographic modules in accordance with NIST standards and guidelines. Only FIPS-validated cryptography is approved for use.

FISMA's requirements follow agency data into any system, which processes, stores, or transmits such data on behalf of the agency, irrespective of the format that the agency data is in (e.g. hardcopy, digital, and/or analog). For example, a corporate network, human resource, or financial management system that does not process, store or transmit USPTO data would not be covered by FISMA requirements, provided the agency has confirmed appropriate security of the interface between them and any system utilizing government data or those operating on behalf of the agency.

Currently, the USPTO has approved secure transport solutions for data transfers with FIPS 140-2 compliance enable. File sizes should be limited to no more than 20 GB. File sizes larger than 20 GB should be broken down into multiple parts.

Authorized internal files (Contractor Access System (CAS) connections) and files transferring over the Internet can transfer HTTPS or SFTP-SSH protocol 2 with FIPS 140-2 compliance enabled.

### **C.3.2 Government Furnished Equipment (GFE) and/or Supplies**

The USPTO will provide the following Government Furnished Equipment (GFE) and supplies to the Contractor.

- Personal Identity Verification (PIV) Card(s) (or an alternate means such as a fob), for accessing USPTO connected workstations (see C.3.4).
- Workstations (i.e. laptops or desktops - excluding peripherals such as printers, scanners, keyboards, mice and monitors) **only** for performance of tasks that require access to USPTO systems such as, but not limited to, Quality Assurance (QA) of Web-Based Submissions (C.4.4) and File Maintenance (C.6.2).
- Switches and firewall for access to USPTO systems
- Artifact Folders
- Coverbind® grant covers
- Sleeve sheets for binding of CD(s) in the official copy of the Patent Grant for mailing
- Envelopes for outgoing correspondence and patent grants
- Boxes for transport and final storage of artifact folders relating to issued patents and abandoned applications
- Asset Management Tags

The Contractor shall maintain accountability of Government-furnished property in accordance with FAR clause 52.245-1 Alt I of this contract. The Contractor shall be responsible for the security of such GFE and shall ensure that GFE is kept and returned in same condition it was issued in (with the exception of normal wear and tear). If there is a loss or theft of GFE, the Contractor shall be responsible for reporting such incident within 24 hours to the USPTO Office of Security at 571-272-8000 with immediate verbal and written notification to the COR thereafter.

### **C.3.3 Contractor Furnished Equipment and/or Supplies**

The Contractor shall furnish all equipment and supplies necessary to accomplish the requirements of the contract beyond that provided as Government furnished. Unless otherwise specified, the Contractor shall determine the specifications of the equipment and or supplies.

Workstations, including peripherals, necessary to access the Contractor's systems shall be provided by the Contractor. The contractor's IT assets (e.g. hardware, software, peripherals, network devices, storage) must comply with the approved USPTO secure configuration baseline standard. The Contractor shall obtain USPTO approval for any needed or desired peripherals for the USPTO supplied workstations.

The USPTO will provide grant covers that use the Coverbind® binding system. The Contractor shall be responsible for purchasing and maintaining binding equipment. For informational purposes only, the equipment currently being used is as follows: four (4) model 7000 Coverbind® binding machines, and two (2) model 9000 Coverbind® binding machines. The Contractor shall ensure that any binding machines purchased are capable of performing the binding of the grants using the grant covers provided by the USPTO. More information on Coverbind® binding systems can be obtained at <http://www.coverbind.com>.

The Contractor is responsible to ensure that all mail is properly sealed before delivery to the USPTO mail center. For informational purposes only, the equipment currently being used for sealing envelopes is as follows: two (2) model IM5000 Neopost® sealing machines. The Contractor shall ensure that any sealing machines purchased are capable of sealing the mailing envelopes provided by the USPTO.

#### **C.3.4 Personal Identity Verification (PIV) Card(s)**

Contractor employees must have a Personal Identity Verification (PIV) Card and active PIN to be able to log onto USPTO IT systems. Contractor employees without a PIV card may be granted a temporary exception in accordance with OCIO's Personal Identity Verification (PIV) Card Authentication Policy - OCIO-POL-49, Attachment 1b, in Section J.

The Contractor is required to comply and ensure that all of its employees have PIV badges, if they access USPTO systems using USPTO equipment, regardless of their location. The PIV badges are issued at Headquarters, Alexandria, VA. Contractors will need to work with the Contracting Officer's Representative and the USPTO Office of Security in advance to arrange for PIV badging time, date and system availability. Each Contractor employee must appear in person in order for a PIV badge to be issued.

A PIV badge request for Contractors cannot be processed until the individual has a favorable fingerprint check completed by the USPTO, a background investigation initiated with the National Background Investigation Bureau (NBIB) or previously completed, a USPTO employee ID number, a USPTO network account with requisite login ID and a USPTO email address.

The Contractor will be required to supply the PIV badging "sponsorship" information. Individuals obtaining badges must appear in person at the USPTO Office of Security with two forms of approved identification in order to be issued a PIV badge. Once issued, PIV badges must be reissued every six (6) years. The responsibility to badge timely, in accordance with the contract and all costs associated with badging are the sole responsibility of the Contractor. The USPTO will not reimburse for costs associated with travel for the purpose of obtaining initial or reissued PIV badges for Contractor employees. Each PIV card has associated with it, certificates of authentication. These certificates are good for a period of three (3) years. Certificates are refreshed using the Self Service Portal with a finger print reader. A person refreshing their certificates at a time which takes their validity past the expiration date of the PIV card does not obviate the need for obtaining a new PIV badge.

When the employee is no longer employed by the Contractor or a subcontractor, the prime Contractor shall inform the COR in writing with one business day and the PIV badge shall be surrendered to the COR immediately upon their departure or termination of employment.

The Contractor is required to notify the COR within one (1) business day upon temporary or permanent termination of any Contractor personnel, when that Contractor employee has physical and or logical access to USPTO systems, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

Further, the Contractor shall perform and document the actions taken when an employee terminates work under this contract within 5 calendar days (or as otherwise specified by the Program Office) of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

Where a Contractor employee is designated High Risk by the contractor or the USPTO:

- 1) And no longer requires on-going and routine access logically and or physically to USPTO IT Systems, the contractor must reduce or revoke access privileges within 24 hours.
- 2) And is temporarily and or permanently terminated as a Contractor Employee the contractor must revoke access privileges within 1 hours and notify the Contracting Officer's Representative (COR), Contracting Officer, and USPTO CIO Command Center within 4 hours.

For the purposes of Sections 1 and 2 immediately above "High Risk" is defined as those employees that have privileged level access to PDDM systems and data or have access to National Security information.

### **C.3.5 – Technicaland/or OperationalStatus Meetings**

The USPTO will schedule regular and ad hoc technical and/or operational status meetings to address issues, provide status updates and to share feedback between the Contractor and USPTO. Contractor participation in these technical meetings is crucial in addressing and resolving new and ongoing technical issues, such as addressing system enhancements and meeting changing International and USPTO standards for capturing and publishing patent data. Operational meetings will address process and production related issues and may address some technical issues.

### **C.3.6 – Kick-Off Meeting**

The Contractor shall attend a virtual kick-off meeting with the Contracting Officer (CO) and Contracting Officer's Representatives (CORs), no later than five (5) business days after the contract start date. The purpose of the kick-off meeting is to discuss the objectives of the contract.

### **C.3.7 – Continuity of Operations Plan (COOP)**

The Contractor shall provide a detailed COOP describing how the Contractor will maintain operations if a catastrophic event were to take place. This COOP should describe how the Contractor will coordinate with the USPTO to maintain operations. This COOP should also indicate if the Contractor is located in a flood or seismic zone as defined by FEMA. This COOP should be updated annually. *See Site Selection Restrictions and Specifications for Facilities Housing Datacenters in Section H.1 and H.23 below.*

## **C.4 PERFORM FRONT END PROCESSING**

Front End Processing (FEP) entails the duties necessary to ensure that applicant/inventor submissions are correctly entered into the official electronic file wrapper. FEP includes the activities described in this section. As an aid in understanding, a workflow diagram entitled Flowchart FEP Process is provided as Attachment 12, in Section J.

The Contractor shall deliver documents to the official electronic file wrapper and perform quality control as described in various attachments which are included as references in Section J. The Contractor shall deliver images and appropriate metadata, such as document codes and mailroom date, in accordance with the timeframes provided in the table below.

All turn-around times indicated below are business hours or business days unless otherwise indicated. Currently the USPTO hours of operation are from 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding federal holidays in the District of Columbia.

**Table C.4-1**

### **Turn-around Times for Indexing and Scanning of Paper Documents**



<b>Document Type and/or Identification</b>	<b>Turn-Around Time</b>
New Applications	5-day
New Design Applications marked "Rocket-Docket"	8-hour
Follow-On Documents	5-day
Tech Center Documents	5-day
Central Fax Documents	5-day
Documents Identified as AF, DAC or Issue Fee	5-day
CRU Outgoing Documents	8-hour
Residual Paper Applications	5-day

For a complete listing of all USPTO document codes see the Front End Processing Manual, Attachment 13, and Image File Wrapper (IFW) Document Codes, Attachment 7, included in Section J.

On occasion, the USPTO may request expedited "on-demand" service for indexing and scanning upon which the Contractor shall index and scan "on-demand" document(s) and deliver images and metadata to the official electronic file wrapper within one (1) business day of the request. Expedited "on-demand" requests are not expected to average more than 1-5 per month.

Following successful electronic delivery of documents to the official electronic file wrapper, the Contractor shall box and store documents according to the instructions contained in the Front End Processing Manual, Attachment 13, included in Section J. The boxes of documents must be readily accessible for inspection in the event rescanning is required. After holding the documents for one (1) year, the Contractor shall contact the USPTO to schedule pickup of the documents for destruction. The Contractor should refer to volume estimates provided in Section B.1 and Section B.2 to determine the amount of storage needed for this requirement.

The USPTO reserves the right to conduct weekly inspections of the Contractor's work. The Contractor is required to correct any problems or deficiencies within two (2) business days of receiving written notification of any problems or deficiencies.

The Contractor is responsible for taking corrective action associated with indexing problems, missing documents, and image quality. The Contractor shall investigate these problems and must take the appropriate action to resolve. Contractor-generated errors must be corrected at no additional cost to the USPTO.

The Contractor shall resolve issues sent to the Contractor by designated USPTO officials pertaining to missing documents, indexing problems and image quality of documents in the official electronic file wrapper. New issues are required to be resolved within five (5) business days. If an issue cannot be resolved within this timeframe, the Contractor shall notify the USPTO designated officials. The current average is 150 to 175 requests for correction of errors received per week but the number of requests should be substantially less having the requests come from the designated USPTO officials. Contractor generated errors shall be corrected, within five (5) business days at no additional cost to the USPTO.

The Contractor shall maintain a database of all inquiries received and processed. On a weekly and monthly basis the

Contractor shall deliver reports of activities performed as identified in the Reports and Deliverables Table, Attachment 6, located in Section J.

#### **C.4.1 Perform Indexing**

Indexing is the process of applying the appropriate document descriptions and USPTO receipt dates or date of delivery to the applicant to each unique document. The document descriptions are provided in the Front End Processing Manual, Attachment 13, and the IFW Document Code Dictionary, Attachment 7, included in Section J.

The Contractor is responsible for retrieving paper documents (follow-on documents, new applications, or residual paper applications) for indexing and scanning from designated locations throughout the USPTO Alexandria and Shirlington, Virginia offices in accordance with the Front End Processing Manual, Attachment 13, included in Section J.

##### **C.4.1.1 Index Follow-on Documents**

The Contractor shall index and scan all follow-on paper documents and deliver them to the official electronic file wrapper. The document descriptions are provided in the Front End Processing Manual, Attachment 13, and IFW Document Code Dictionary, Attachment 7, included in Section J.

##### **C.4.1.2 Index New Applications**

The Contractor shall enter the application number provided by the USPTO with the paper documents in the Patent Application Location and Monitoring (PALM) system and enter the application in the official electronic file wrapper. The documents are indexed and scanned and delivered to the official electronic file wrapper. Newly filed applications typically contain five to seven unique documents all with the same mailroom date. The document descriptions are provided in the Front End Processing Manual, Attachment 13, and IFW Document Code Dictionary, Attachment 7, included in Section J.

##### **C.4.1.3 Index Residual Paper Applications**

A residual application is an application that is a paper file wrapper that is to be converted to an image and stored in the official electronic file wrapper. All documents within a residual application must be verified against the contents listed on the outside of the application file wrapper and then indexed and scanned and delivered to the official electronic file wrapper. If the application number is not found in the official electronic file wrapper system, a message must be transmitted to PALM that indicates the application has been converted to an image file as opposed to a paper file.

#### **C.4.2 Scan and Deliver to the Official Electronic File Wrapper**

The Contractor shall provide image capture that meets the USPTO's image capture specifications. Once indexing has been completed the documents shall be scanned and prepared for delivery to the official electronic file wrapper as described in the Front End Processing Manual, Attachment 13, Appendix Fourteen, included in Section J.

#### **C.4.3 Create Artifact Folders**

The Contractor shall create an artifact folder for each item that cannot or should not be scanned or delivered to the official electronic file wrapper, in accordance with the Front End Processing Manual, Attachment 13, included in Section J.

An artifact is an item that cannot be scanned (i.e. CD, model, video tape etc.) or should not be scanned, such as:

- Documents marked as "Trade Secrets," "Proprietary Material," "Material under Protective Order,"

“Information disclosure statements marked as Confidential”, and “Material Submitted under MPEP 724.02” and delivered in a sealed envelope should be placed in an artifact folder. If an open envelope is received and marked as confidential, the Government Representative will determine whether the envelope should be re-sealed or the contents scanned and delivered.

- A U.S. patent grant (bound in a cover with an official seal) that a reissue applicant may have surrendered as part of a reissue application or as returned mail of U.S. Patent grants.
- Bound documents in general: books and magazines.
- In all applications except provisional, non-patent literature (NPL) and foreign references (FOR) that contain gray scale, color, fine lines, screen shots, computer-generated images, and photographs.

The Contractor shall validate that the artifact number captured for an application does not already exist in PALM.

The Contractor shall create and affix a barcode label to each artifact folder in the upper left hand corner to enable tracking within the USPTO’s PALM system throughout its lifecycle. Once the artifact folder is created the Contractor shall place the artifact inside the artifact folder. The Contractor shall initialize each artifact folder in PALM in accordance with the Instructions for Front End Processing Manual, Attachment 13, included in Section J.

Each folder shall contain only one item that cannot be scanned (i.e. CD, model, and video tape) or should not be scanned. See chart below for designation and descriptions. Each barcode label consists of ten characters as follows:

Positions 1 – 8 are numeric and represent the application number;

Position 9 is alphabetic and indicates the type of artifact;

Position 10 indicates the order of the sets of artifacts of a particular type, with A being the first set received of an artifact of the particular type, B being the second set received of an artifact of that same type, in this example, “12345678CA” where the “C” represents a set of color documents or photographic drawings, and “A” would represent the first set received of that type of artifact.

The Contractor shall determine the type of artifact from the table below:

**Table C.4.3-1**

**Artifact Type Descriptions**

Designation	Description
C	Set of color documents or photographic drawings
S	CD(s) containing the “file copy” version of a sequence listing
P	CD(s) containing a computer program listing
U	CD(s) with content unspecified
F	Microfilm
V	Video tape

M	Model
B	Bound documents
X	Confidential information disclosure statement or other documents marked as "Proprietary," "Trade Secrets," "Subject to Protective Order," "Material Submitted under MPEP 724.02," etc.
Z	Other (such as oversized documents, floppies, DVDs, NPL, FOR, exhibits, Mini-CD)
T	Tables on CD

#### **C.4.4 Perform Quality Assurance (QA) of Web-Based Submissions**

The current Web-Based electronic filing system used by the USPTO is called EFS Web which allows the applicant to attach .pdf files and select the document description associated with the files. The system then converts the .pdf files to .tif which are delivered to the official electronic file wrapper. The delivery of EFS Web documents to the official electronic file wrapper occurs outside of the scope of this contract.

The USPTO will send to the Contractor, electronically, a daily report entitled, EFS Web Load Report, as identified in the Reports and Deliverables Table, Attachment 6, located in Section J, which includes all Web-based submissions delivered to the official electronic file wrapper on the previous day. The report will contain application serial number(s), document date(s), document code(s), page count(s), and package identification number(s).

The Contractor shall review the images of each submission listed in the EFS Web Load Report to ensure that the document description selected by the applicant accurately describes the content of the document in official electronic file wrapper. If the document description does not accurately describe the content of the document, the Contractor shall correct the document description in accordance with the EFS Web QC Manual (Quality Assurance of EFS-Web Submissions), Attachment 14, provided in Section J.

The Contractor shall review the image to ensure the quality of each image. The Contractor shall determine if the image requires correction in accordance with instructions provided in the EFS Web QC Manual (Quality Assurance of EFS-Web Submissions), Attachment 14, provided in Section J.

USPTO systems are designed to load all drawings for design applications that are described by the applicant as drawings – only black and white line drawings (DRW) or drawings – other than black and white line drawings (DRW.NONBW) to the Supplemental Complex Repository for Examiners (SCORE) and create a SCORE placeholder sheet in the official electronic file wrapper.

USPTO systems are designed to load all drawings for other types of applications that have a document code of DRW.NONBW to SCORE and create a SCORE placeholder sheet in the official electronic file wrapper.

When the Contractor's EFS-Web QC operator encounters a document that potentially has color/grey-scale content, they will flag the document for further review in the USPTO's EFS Support Web system. If a document

with color/grey-scale content is found in the EFS Support Web system, the Contractor will use the EFS-Web PDF to create a PDF of the drawings for loading into SCORE. Each document that is reviewed will generate a single count to CLIN #001F.

The Contractor will use the SCORE load module to load the drawings into SCORE. The Contractor will use the PDF file name used by the applicant unless it is necessary to create a drawing-only PDF. If the Contractor creates a drawing-only PDF, the operator will append “\_QC” to the end of the file name. For example “My\_great\_idea.PDF” should be named “My\_great\_idea\_QC.PDF.” Each document that is manually loaded into SCORE will generate a single count to CLIN #001H.

The Contractor will provide supporting documentation to the USPTO on a daily basis. A new report titled “SCORE Load Module” will be delivered to the USPTO share folder for access at any time. The location of the USPTO share folder will be provided upon contract award. The report will include the following information: Application Number, PTO filing date, Doc Code, Score module received date and Score module complete date. The file name will be the SCORE module complete date.

The Contractor shall provide electronically, on a monthly basis, an Excel spreadsheet entitled, EFSW SCORE Breakdown Report, as identified in the Reports and Deliverables Table, Attachment 6, located in Section J, which provides a report showing the breakdown of SCORE sheets versus actual print and scan for EFS Web.

SCORE may be replaced or supplemented during the period of this contract. The Contractor will be required to use any new or supplemental system to fulfill the requirements of this contract. The Contractor will be given notification at least 30 calendar days prior to being required to use any new or supplemental system.

The following table provides a historical perspective of the percentage of errors by error type found during quality assurance of EFS Web submissions. These historical percentages are provided for informational purposes only and do not constitute a commitment from USPTO that these will be actual volumes and percentages in the future. Historically approximately 10% of the documents reviewed required correction.

**Table C.4.4-1**  
**Percentage of Errors by Error Type Identified During Quality Assurance**  
 (For the 10% of documents that require correction the  
 percentages of those document breakdown as follows)

<b>Error Type</b>	<b>Percentage</b>
Doc code is incorrect	51.9%
Doc code needs to be split	26.1%
Doc codes need to be merged and codes are in consecutive order	8.9%
Doc codes need to be merged and codes are not in consecutive order	0.1%
Transfer Request	0.1%
Duplicate documents	<0.1%
Different application number	0.4%
Image problem	1.9%
Test / Reexamination serial number	4.2%
Doc. codes that are not supposed to be in IFW (Fee Address, Credit Card Form, Original Assignee Recordation etc.)	1.2%

Miscellaneous (Issue that doesn't fit in any other categories)	3.7%
SPEC (Doc code needs to be changed to SPEC - for new application only)	1.6%
OCR problem	<0.1%

#### **C.4.5 Front End Processing of Electronic Documents**

The Contractor shall process electronic documents generated or received from sources other than those previously described. The Contractor shall index and deliver these electronic documents generated or received to the official electronic file wrapper in accordance with the Front End Processing Manual, Attachment 13, included in Section J. These electronic documents include Contractor generated documents, for example but not limited to, Rush, Notice to File Corrected Application Papers (NTF), issued Certificates of Correction, and Published Reexamination Certificates. These electronic documents also include electronic documents received by USPTO, for example but not limited to, foreign priority documents.

#### **C.4.6 SCORE Processing**

SCORE is the storage and retrieval repository for documents and files that must be maintained in a format other than image documents. The following are examples of the types of documents and files maintained in SCORE:

- Sequence Listings (text files)
- Search Results (text files)
  - ABSS search results
  - Other search results, i.e., chemical structure search results (currently only from STIC-EIC1600)
- Large Tables (text files)
- Computer program listings (text files)
- Drawings (pdf files)
  - For design applications
  - Color and gray scale drawings for other applications
- All Design Grants and any other Grant that contains color or gray scale drawings

The Contractor must perform the following SCORE processing functions in accordance with and as defined in the Computer Readable Format Transfer Participant Manual, Attachment 15, provided in Section J.

- The Contractor shall initiate the SCORE load process for electronically filed drawings that are not automatically loaded by USPTO systems. Some of these documents may be identified during the Contractor QA of Web Based Submissions. Others will be ad hoc requests. Please refer to Section C.4.4 for instructions on initiating the load process. Following the load process the USPTO provides a list to the Contractor of the documents loaded to SCORE.
- The Contractor shall initiate the SCORE load process for documents filed in paper that contain color or grayscale.
- The Contractor shall process Computer Readable Form (CRF) transfer requests and review them for compliance and then load acceptable requests into SCORE.
- The Contractor shall investigate and resolve problems with SCORE exports received for Pre-Grant, Grant, and other data processing to the USPTO.

#### **C.4.6.1 SCORE Processing – Score Loading– Corrupted or Missing Documents**

The Contractor shall initiate the SCORE load process for electronically filed drawings that are not automatically loaded by USPTO systems. In addition, corrupt or missing SCORE documents are identified by various sources, e.g. examiners, and during PG Pub and Grant processing. The Contractor shall, in accordance with the instructions provided in the Computer Readable Format Transfer Participant Manual, Attachment 15, provided in Section J, accomplish the following steps:

1. Ensure the proper documents are in SCORE.
2. Perform special processing of any drawing load for ad hoc requests within one (1) business day of receiving the request.
3. Ensure any corrupt SCORE documents are removed from SCORE prior to the loading of corrected documents.
4. Manually perform the load process.
5. Provide weekly and monthly reporting of the number of drawings loaded into SCORE on the FEP Weekly and Monthly Production Reports, as provided in the Reports and Deliverables Table, Attachment 6, located in Section J.

#### **C.4.6.2 SCORE Processing – SCORE CRF Transfer Request**

Patent applications that contain bio sequences, may contain a computer readable form (CRF) of the sequence listing. The CRF is used in searching by the examiner and in publishing the application or patent. Instead of filing the CRF directly, the applicant may file a request to have the CRF of another US patent application used as the CRF in the current application (CRF transfer request).

The Contractor shall review the transfer request for compliance. The Contractor must load the compliant CRF Transfer Request(s) into SCORE in accordance with the CRF Transfer Request Participant Handbook, Attachment 15, provided in Section J. CFR Transfer Requests are identified during indexing and/or the QA of Web Based submissions and/or through ad hoc requests received via email.

The Contractor shall review and process each CRF Transfer Request in accordance with the CRF Transfer Request Participant Handbook, Attachment 15, as provided in Section J. If the CRF Transfer Request meets all of the compliance requirements the Contactor shall:

1. Perform the transfer within SCORE to the requested application.
2. Prepare the CRFE document and deliver it to the official electronic file wrapper.
3. Enter CRFE transactions in PALM for CRF Transfer Requests.

If the CRF Transfer Request does not meet all the requirements, the Contractor shall prepare the Sequence Transfer Request Problems form CRF.TRNS.IMP document for scanning into the official electronic file wrapper.

The Contractor shall provide the list of applications with compliant CRF Transfer Requests weekly to the USPTO. This list will be used to validate all transfers and determine if manual export to CRF database is required.

The Contractor shall load all CRF Transfer Requests in the date order received. The USPTO will provide a Transfer Load Tracking Matrix that has data on transfer requests previously processed as a tool to determine and manage load order.

The Contractor shall update the Transfer Load Tracking Matrix. The Contractor shall monitor support mailboxes and respond to internal customer inquiries concerning transfer requests.

The Contractor shall provide monthly and weekly reporting of the number of Computer Program Listings and Tables loaded into SCORE reflecting the number of Transfer requests that were loaded into SCORE and any non-compliant requests that were not loaded into SCORE.

#### **C.4.6.3 SCORE Problem Resolution and On-Demand Exports**

The Contractor shall investigate and resolve problems with SCORE exports received for Pre-Grant, Grant, and within other data processing to the USPTO. The Contractor shall first attempt to resolve all problems with SCORE exports received for Pre-Grant, Grant, and other data processing to the USPTO. The Contractor shall report any unresolved problems with SCORE exports to the designated USPTO official. The Contractor shall request an on-demand replacement export from the designated Government official for all resolved SCORE export problems.

### **C.5 PROCESS PRE-GRANT PUBLICATION (PG Pub)**

The USPTO is required to publish pending utility and plant patent applications as mandated in 37 CFR 1.211, 18-months after the earliest effective filing date unless the application has been patented, abandoned, or a request not to publish has been accepted. Once a newly filed application has met certain formalities requirements, a Projected Publication Date (PPD) is assigned to the application and identified on the applicant's official filing receipt. The PPD is defined as the Thursday—month, day, and year—on which a pre-grant publication is scheduled to be published. Pre-Grant Publications (PG Pub) are published every Thursday.

The Contractor shall provide a Patent Application Alert Service (PAAS). The PAAS service enables users to stay up-to-date with patent application publications. Through customizable alerts, users are notified when a patent application is published by the USPTO meeting their specific search criteria. The notification to the users shall contain links allowing retrieval of the full text and images of all new publications meeting their specific criteria.

The PG Pub process starts when the USPTO exports the application documents and patent data elements. Additional information on the exports is provided in the Reports and Deliverables Table, Attachment 6, located in Section J.

In addition to utility and plant application data, exports may include data for special publications (Redacted Publications, Amended Publications, Voluntary Publications, and Republications). PG Pub exports will occur nine (9) weeks prior to the PPD.

Each week, the USPTO will provide the Contractor electronically, a listing of applications that are no longer eligible for publication. The number of applications no longer eligible for publication averages less than 1% per PPD. The Contractor shall, on average, include 99.9% of the applications in the deliverable for the assigned PPD unless it was identified as being no longer eligible for publication. For additional information see the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

The Contractor shall provide weekly deliverables in accordance with the Production Schedule for PG Pub Processing



described in the Deliveries or Performance section of the contract.

As an aid in understanding, a workflow diagram entitled Flowchart for PG Pub Process Flow is provided as Attachment 16, in Section J.

#### **C.5.1 Deliver PG Pub Preliminary Build List**

The USPTO must validate that all applications initially exported for each weekly publication remain eligible for that publication. This validation is accomplished by the Contractor delivering a weekly list to the USPTO that contains the application serial number, the assigned publication number, the publication date for all applications to be published that week and the withdrawal status indicator set to “N”. The format for this list, entitled, Pre-Build List as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. This Pre-build list is due to the USPTO in accordance with the Production Schedule for PG Pub Process on PWD 13.

Publication numbers are assigned in accordance with the Data Preparation Manual for Patent Application Pre-Grant Publications as provided as Attachment 17a, in Section J.

The USPTO, upon receipt of the Preliminary Build List, shall verify that all applications provided on the list remain eligible for publication and shall provide electronic confirmation via a report entitled Pre-Build List Response to the Contractor within two (2) business days PWD 11. If an application is no longer eligible for publication, the Contractor shall withdraw the application from that publication.

#### **C.5.2 Deliver PG Pub Yellow Book (Application ImageFiles)**

The Contractor shall produce and deliver weekly the composed Yellow Book (image) version of patent applications. This deliverable is referred to as PG Pub Yellow Book and is due by PWD 8.

Each PG Pub Yellow Book deliverable contains the composed images of each utility and plant patent application, published in Tagged Image File Format (.tif) Revision 6.0 with Comité Consultatif International Téléphonique et Télégraphique CCITT Group 4 Compression standards (single-page TIFFs). The instructions for composition are provided in the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

Upon delivery, the USPTO will conduct an initial inspection to verify that each deliverable adequately runs on USPTO systems, the required data is present, and that the data can be accessed to produce the required output. If the deliverable does not meet the criterion above, the Contractor shall reprocess and deliver a replacement of the PG Pub Yellow Book deliverable within one (1) business day of the government’s written notification at no additional cost to the USPTO. Further sampling inspection will be accomplished to ensure that the data is provided in compliance with the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J. See Section E, Inspection & Acceptance for further information on inspection and acceptance criteria.

The Contractor shall electronically deliver weekly, the report entitled, PG Pub Yellow Book Media Contents List as identified in the Reports and Deliverables Table located in Section J that includes the publication number, kind code and number of pages for each application to be published. Delivery of the PG Pub Media Contents List shall follow the same schedule as the PG Pub Yellow Book, PG Pub Red Book and PG Pub other final deliverables due by PWD 8.

A publication number, is a sequential number that is assigned by the Contractor to each application published on a given Thursday. The format will be US YYYY/NNNNNNN KC.

The publication number will consist of the following:

Two-character country code US;

Space;

Four-digit year (YYYY);

Diagonal mark;

Seven-digit number (NNNNNNN with leading zeros);

Space; and

Two-character kind code (KC) (A1, A2, A9, P1, P4, or P9).

Further details on the creating and assigning publication numbers is provided in the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

Before the sequential publication numbers are assigned, the utility applications must be sorted in Cooperative Patent Classification (CPC) order in accordance with the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

For additional information see the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

### **C.5.3 Deliver PG Pub Red Book (Application Text Files)**

The Contractor shall produce and deliver weekly the composed Red Book (full text) version of patent applications. This deliverable is referred to as PG Pub Red Book and is due by PWD 8.

Each PG Pub Red Book deliverable contains the extensible markup language (XML) searchable (full text) version of each utility and plant patent application. The instructions for composition as well as the XML specification to be used are provided in the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

Upon delivery, the USPTO will conduct an initial inspection to verify that each deliverable adequately runs on USPTO systems, the required data is present, and that the data can be accessed to produce the required output. If the deliverable does not meet the criterion above, the Contractor shall reprocess and deliver a replacement of the PG Pub Red Book deliverable within one (1) business day of the government's written notification at no additional cost to the USPTO. Further sampling inspection will be accomplished to ensure that the data is provided in compliance with the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J. See Section E, Inspection & Acceptance for further information on inspection and acceptance criteria.

The Contractor has the opportunity to preserve the data captured during the PG Pub process for use/re-use in the post allowance data capture process.

### **C.5.4 Deliver PG Pub Sequence and Table Data (Lengthy)**

The Contractor shall deliver weekly the PG Pub Lengthy Sequence and Lengthy Table Data for the current PPD delivery by PWD 8. The instructions for composition are provided in the Data Preparation Manual for Patent

Application Pre-Grant Publications, Attachment 17a, located in Section J.

A sequence listing in a biotechnology patent's specification, is a listing of nucleotide and/or amino acid sequences that is printed at the end of the specification's detailed description, immediately prior to the claims. One of the requirements for an application is that the applicant must submit the Sequence Listing in "computer readable form" (CRF) in American Standard Code for Information Interchange (ASCII) standard. The USPTO exports a copy of the CRF for data capture purposes. The Contractor shall deliver electronically, every other week, an Excel spreadsheet, entitled, PG Pub Missing Sequence Listings as identified in the Reports and Deliverables Table, Attachment 6, located in Section J which identifies applications that have missing or incomplete sequence information that require resolution by the USPTO.

Any sequence listing that is 600 KB or more in size is considered a Lengthy Sequence Listing. Any accumulation of table data (one (1) or more tables) covering 200 or more contiguous pages is considered Lengthy Table data. Lengthy Sequence Listings and Lengthy Table data are not published as part of the specification of the PG Pub and are instead published separately on the USPTO's Publication Site for Issued and Published Sequences (PSIPS). The Contractor must contact the Contracting Officer Representative when they determine that an application meets the requirements for having a lengthy table(s) to receive approval to process the lengthy table(s).

The format for this deliverable as well as a summary of the requirements is located in the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

#### **C.5.4.1 Deliver Grant Lengthy Sequence and Table Data on CD/DVD**

Lengthy Sequence Listings and Lengthy Table Data shall not be published as part of the specifications of PG Pub. Instead, each Lengthy Sequence Listing shall be separately published as an ASCII text file on the USPTO's sequence publication site, PSIPS. The Contractor shall, in the place of the Lengthy Sequence Listing or Lengthy Table, in the specification show a composed table containing the heading SEQUENCE LISTING plus a standardized statement which includes the unique URL for the Lengthy Sequence Listing or Lengthy Table Data.

For each PG Pub containing Lengthy Sequences and/or Lengthy Table Data, the Contractor shall weekly produce one (1) set of the appropriate data on properly labeled compact disc (CD) or DVD in accordance with the instructions. The compact disc (CD) or DVD shall be delivered to the USPTO. This shall be done in accordance with the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

#### **C.5.5 Deliver PG Pub Sequence and Table Data Contents List (Lengthy)**

The Contractor shall deliver electronically on a weekly basis a data contents list, entitled PG Pub Sequence and Table Data Contents List as identified in the Reports and Deliverables Table, Attachment 6, located in Section J, designating each application in the current PPD that contain lengthy sequence and/or lengthy table data as identified in Section C.5.4, for the current PPD delivery in accordance with the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

#### **C.5.6 Deliver PG Pub Final Build Update List**

The Contractor shall deliver electronically on a weekly basis the report entitled, PG Pub Final Build Update List as identified in the Reports and Deliverables Table, Attachment 6, located in Section J which is an update to the Preliminary Build List (See C.5.1) that includes any updates to the withdrawal status indicator. If an application

is withdrawn from the PPD the indicator shall change from “N” to “Y” in this deliverable. Delivery of the PG Pub Final Build Update List shall follow the same schedule as the PG Pub Yellow Book, PG Pub Red Book and other PG Pub final deliverables due by PWD 8.

For additional information see the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

#### **C.5.7 Deliver Publication Withdrawn Patent Applications Report**

The Contractor shall deliver electronically on a weekly basis the report entitled, Publication Withdrawn Patent Applications as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. This report lists any application that has an indicator “Y” as required in C.5.6.

This report lists Publication Number(s) withdrawn from the current PPD. It is used by USPTO to account for missing publication numbers and confirm applications were withdrawn from the PPD.

Delivery of this report shall follow the same schedule as the PG Pub Yellow Book, PG Pub Red Book and other PG Pub final deliverables due by PWD 8.

For additional information see the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

#### **C.5.8 Deliver PG Pub Extract for Cooperative Patent Classification (CPC)**

CPC is a classification system used by the USPTO to categorize patents and patent applications according to the technical features of their content. The Contractor shall deliver weekly via secure transfer the deliverable entitled, PG Pub Extract for CPC as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. The file lists each application and its applicable CPC data symbols in that weekly publication. A CPC symbol consists of a section (A, B, C, D, E, F, G, H, or Y), a class (two digits, 01 through 99), a subclass (A through Z), a space, a main group (up to four numbers, 1 through 9999), a slash, and a subgroup (two to six digits, 00 through 999999).

Delivery of the PG Pub Extract for CPC shall follow the same schedule as the PG Pub Yellow Book, PG Pub Red Book and other PG Pub final deliverables due by PWD 8 in accordance with the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

#### **C.5.9 Provide Patent Application Alert Service (PAAS) (OPTIONAL TASK that the USPTO May Exercise Separately in Accordance with Section H.2)**

The Contractor shall provide an alert service based on published applications free of charge to the public. The Published Application Alert Service (PAAS) shall allow the public to request custom configured queries and alerts based on key words and/or patent classification for published patent applications. The service will enable users to stay up-to-date with published U.S. patent applications that have potential relevance based on the custom configured query request from the user.

Each week this service shall perform a search of the newly published patent applications and provide search results via email to the user based on criteria specified by the custom configured query request from the user. The notification that the user will receive shall contain links to the Application Patent Full Text system (AppFT) allowing the user to access the full text and image of the patent application publication(s) meeting the specified

criteria. All queries shall be executed and notifications sent to the users, each Publication date, by 9:00 a.m. ET. The service shall include three segments of activity:

1. Query Generation which incorporates establishing accounts and credentials, capturing and saving queries and making the queries available to Query Execution
2. Query Execution shall occur on published patent application data immediately after publication by the USPTO
3. Distribution Process implemented by emailing custom configured query request results to registered users.

The Contractor shall implement all three segments of activity within the system boundaries for this contract and establish all necessary controls to meet USPTO's Cyber Security requirements. The Contractor, in performance of this requirement, will be in possession of Personally Identifiable Information (PII) and Business Identifiable Information (BII) from users for the creation of user accounts including email addresses and system login accounts.

PII refers to information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

BII is information that is defined in the Freedom of Information Act (FOIA) as "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." (5 U.S.C. 552(b)(4)). This information is exempt from automatic release under the (b)(4) FOIA exemption. "Commercial" is not confined to records that reveal "basic commercial operations" but includes any records [or information] in which the submitter has a "commercial interest" and can include information submitted by a nonprofit entity. Or (b) commercial or other information that, although it may not be exempt from release under FOIA, is exempt from disclosure by law (e.g., 13 U.S.C. 9). BII must be similarly protected as PII, in accordance with applicable laws.

The Contractor shall comply with the USPTO's Cyber Security requirements regarding PII and BII and comply with all provisions of the Privacy Impact Assessment. The Contractor must provide the PAAS Privacy Policy to system users and indicate that the Contractor complies with US Government regulations and requirements in protecting users' privacy. For additional information see the IT Security Requirements Attachment 38, located in Section J.

Members of the public may create user profiles in the PAAS. These user profiles will contain the full name and email address of the person creating the profile. This information shall be used solely to generate patent application alerts, and shall not be shared with the USPTO or any other entity.

Once a user account is created, the logged-in user will have the ability to create a keyword search, which the Contractor shall execute on a weekly basis against only the most recent published patent applications. After user registration is complete, the Contractor shall commence notifications via email with the next weekly publication. The Contractor shall provide search results via email to the user based on criteria specified by the custom configured query request from the user. The queries shall be executed on the publication date of the application data published by the USPTO. After the queries are executed, an email alert shall be sent to the user's email address, which is part of their profile created during registration. Queries against patent applications older than the most recent publication date will not be possible. Other features of the system shall include the functionality to allow a logged-in user to view the queries that have been created under their user

name, and the ability for a user to test their queries against the most recent week's published applications.

The Contractor shall allow the user the ability to narrow the queries in the following areas of the patent application: Title, Abstract, Description & Drawings (SPEC), Claims, CPC Classification, Applicant, Inventor, or Assignee. Further, the Contractor shall allow the user the ability to add unlimited sub-conditions to their queries. The Contractor shall not limit the number of queries that a user can create.

After receipt of these customized, email alerts, the public may wish to identify prior art for "pre-issuance" submission into these applications. These third parties may contribute prior art to the USPTO for published applications that are being examined for patentability. In the email notification to the user, the Contractor shall provide the link to the USPTO.GOV website that contains these instructions. As of this writing, the current web address is <https://www.uspto.gov/patent/initiatives/third-party-preissuance-submissions>.

The Contractor shall determine, in conjunction with the USPTO, the precise language of the email notifications sent to requestors. The following is an example of an email notification:

"Please do not reply to this email.

Here are the results for your searches of applications that were published on YYYY-MM-DD.

The query named '??? Related Patents' with conditions 'any word [???] in Title' (and/or Abstract, Description & Drawings (SPEC), Claims, CPC Classification, Applicant, Inventor, or Assignee) returned this publication: YYYY#####.

35 U.S.C. 122(e) allows third parties to submit patents, published patent applications, or other printed publications of potential relevance to the examination of a patent application with a concise description of the asserted relevance of each document submitted. To learn more about how you can contribute prior art to the USPTO for any of the applications you received a notification for, please visit <https://www.uspto.gov/patent/initiatives/third-party-preissuance-submissions>.

PAAS Login <https://aaaaaaa.com>

If you have questions or would like to contact us, please use our Contact Page."

Any changes to the language of the notification email must be approved by the USPTO. Any changes to the language shall be requested by the Contractor in writing. The USPTO will provide written approval of the changes. Approved changes shall be implemented by the Contractor within five (5) business days from the date of approval by the USPTO.

The USPTO reserves the right to request changes to the notification email. Any changes to the language shall be requested by the USPTO in writing and shall be implemented by the Contractor within five (5) business days from the date of request.

The Contractor shall provide a system design that contains redundant components as appropriate to help ensure continuous service to the public. The system shall be designed to maintain 99.8% availability in any month (less than 1.5 hours per month downtime) excluding scheduled maintenance.

The Contractor shall schedule regular maintenance to allow for patching and other updates. Planned maintenance notices shall be posted to the site at least 48 hours prior to commencement of work. In the event of an emergency, maintenance may be conducted without notice.

The Contractor shall host and provide technical support and documentation to the public to assist with using

this service.

Help Desk support shall be provided to the public via email. Service requests shall be logged and tracked through a ticketing system. Standard response time shall typically be within four (4) business hours of receipt during normal working hours (Monday-Friday, 8:00 a.m. – 8:00 p.m. ET). Requests received off-hours shall be responded to during the next business day, typically within four (4) business hours of the beginning of the business day.

The Contractor shall monitor usage of the PAAS and shall insure it is scalable to meet customer demand. The system should accommodate 2,500 – 3,500 monthly users at startup. PAAS should expect to receive between 100 – 500 new queries per month. It is expected that each registered user will create an average of three (3) or more queries. The PAAS system would expect to generate, at startup, 7,500 or more email messages per month to registered users. On a monthly basis it is expected that 14,000 or more queries will match one or more patent publication. Each month queries will match, on average, of over 3 million patent applications.

#### **C.5.9.1 PAAS Reporting**

Contractor shall provide USPTO with a Monthly Statistical Usage Report of aggregated usage statistics indicating the volume of usage for the alert service. The report shall be divided into two sub-groups: user metrics and query metrics. Each monthly user metrics report shall dynamically update active subscribers in all preceding months.

The report shall be generated by the Contractor and provided to the USPTO no later than the second business day following the month that is being reported. The Contractor shall begin reporting data following the first month of providing notifications to users. Each monthly report shall include all previously reported monthly data up to and including the previous eighteen (18) months.

The report shall contain the following data on user and query metrics:

User Metrics:

- Bar graph showing the total “Count of Currently Active Subscribers” by month
- Line graph showing a count of “New Queries Created” by month
- The user metrics shall also include two (2) data elements
  - Average number of queries per user
  - Average number of “hits” (number of applications meeting the specified criteria) per query

Query Metrics:

- Line graph showing the total number of email notifications sent each publication date
  - The line graph shall also provide four (4) key data points
    - The total number of emails sent for the current month
    - The total number of emails sent for the previous month
    - % Change of two previous data points
    - Calendar YTD total number of emails sent
- Line graph showing the number of queries matched by publication date
  - The line graph shall also provide four (4) key data points
    - The total number of matched queries for the current month
    - The total number of matched queries for the previous month
    - % Change of two previous data points

- Calendar YTD total matched queries
- Patent application matches against queries
  - The line graph shall also provide four (4) key data points
    - The total number of patent application matches for the current month
    - The total number of patent application matches for the previous month
    - % change of two previous data points
    - Calendar YTD Total patent application matches

For purposes of facilitating the PAAS, the Contractor shall access the USPTO Bulk Data site each week to retrieve the Patent Application Full Text Data (No Images) (ipaYMMDD.zip) file against which the queries shall be run. The USPTO bulk data site is located at <https://bulkdata.uspto.gov/>.

The PAAS is a public facing service and as such Contractor may publicize these services with written approval of the Contracting Officer with coordination of the COR and Office of Data Management. The USPTO reserves the right to review the Contractor's means of publicizing service in accordance with PTO-06 Clause (Limitation on Contractor Advertisement).

## **C.6 PROVIDE POST ALLOWANCE PROCESSING**

The Post Allowance process follows the mailing of an examiner's office action to the applicant indicating the application contains allowable subject matter. The date of the mailing of this office action is referred to as the allowance date. This office action contains a Notice of Allowance and Fee(s) Due. A Notice of Allowance and Fee(s) Due, also referred to as Form PTOL-85, sets a response period for the applicants of three (3) months to pay the issue fee, and any publication fee. This notice informs the applicant that the patent application has been allowed and specifies the amount of fees due within three (3) months of the mail date of the notice. This statutory three (3) month response period cannot be extended. If the fees are timely paid, the patent application can proceed to issuance, unless there is some other unsatisfied requirement. If the fees are not paid within the three (3) months, or are paid after the three (3) months has expired, the patent application is considered to be abandoned.

In conjunction with the Notice of Allowance and Fee(s) Due, and on the same date, a Notice of Allowability, Form PTO-37 (see Attachment 22), is mailed to the applicant by the USPTO. This form specifies which claims have been allowed and states whether other requirements (corrected drawings, biological deposit, etc.) are due. If the Notice of Allowability requires a response, the applicant must respond within three (3) months of the notice's mail date. If a response is not properly and timely submitted, the patent application is regarded as abandoned.

If an application does not contain proper inventor's oaths for all inventor's at the time of allowance, then a Notice Requiring Inventor's Oath or Declaration (Form PTO-2306) will also be mailed in conjunction, and on the same date, with the Notice of Allowance and Fee(s) Due. Compliant Inventor's Oath or Declaration or a substitute statement must be filed no later than the date on which the issue fee is paid. If compliant oaths or declarations are not filed on or before the date on which the issue fee payment is received, the patent application is considered to be abandoned.

Mailing of the examiner office actions, the Notice of Allowance and Fee(s) Due, the Notice of Allowability and the Notice Requiring Inventor's Oath or Declaration are the responsibility of the USPTO and not in the scope of this contract.

Following the mailing of these notices, the USPTO will export necessary patent data elements (official electronic file wrapper images, SCORE data, etc.) for Data Capture. The majority (97%) of applications will export within seven (7) days of the allowance being available in the file. A full 99.9% will be exported within 14 days of the allowance being available



in the file and any remaining ‘problematic’ applications being exported within approximately 30 days. Once work has been assigned to the Contractor via this export, the Contractor shall be responsible for all processing steps in order to move the application to either issuance or abandonment. This shall include the processing of all post allowance correspondence that is received in an application following the mailing of the Notice of Allowance and Fee(s) Due. Applications shall move through the post allowance process from oldest allowance date until they become issue fee paid and then are prioritized by oldest issue fee paid date. This will ensure applications advance through the post allowance process to issuance in a timely manner, minimize pendency, and meet Production Schedule requirements. The Contractor shall maintain at least 98.5% issuance of all applications within four (4) months from the payment of the issue fee. The USPTO will monitor Contractor performance against these requirements. The Government may require the submission of a corrective action plan by the Contractor within seven (7) days of notification when the percentage of applications issuing within four (4) months from payment of the issue fee is less than 98.5%. Once the USPTO has required the Contractor to submit a corrective action plan, the Contractor must demonstrate continual improvement until compliance is met. The USPTO reserves the right to pursue any remedy against the Contractor, up to and including non-exercise of an option period or termination of the contract, if the Contractor fails to improve performance.

Unlike during PG Pub processing, there is no PALM Bibliographic data exported to the Contractor. The Contractor shall capture and validate bibliographic data directly from various source documents (images) located in the official electronic file wrapper. Bibliographic data includes descriptive and identifying information about a patent application; for example but not limited to: title, applicant data, inventor data, application number, and filing date. Non bibliographic data that is exported includes the contents of the patent application; for example but not limited to: abstract, specification, claims, and drawings. During the course of this contract, the USPTO may supplement or replace image data with XML data.

In lieu of performing full data capture during post allowance processing the Contractor shall utilize any available data previously captured during the PG Pub process (See C.5. and C.6.1).

The export that occurs after allowance (referred to as the “I-Export”) of patent data elements will contain all documents necessary for data capture associated with the allowed patent application from the official electronic file wrapper and constitutes the assignment of work for Initial Data Capture. The Contractor shall perform data capture of all data elements necessary to create the composed Grant Yellow Book (Image) and Grant Red Book (Text File).

During the Data Capture process the Contractor shall verify patent data elements and resolve errors, including but not limited to, missing claims and claim dependency problems, Information Disclosure Statement (IDS) that have not been considered and inconsistencies with the data in the official electronic file wrapper. One example may be, the allowed claims listed on the Notice of Allowability are inconsistent with the index of claims. The Contractor shall resolve errors and inconsistencies in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J. Non-Utility Patent Documents are, Plant, Reissue, Design, Reexamination Applications, and Statutory Invention Registrations. It is important to note that the instructions included in the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, rely heavily on the instructions detailed in the Data Entry Manual for Utility Patents, Attachment 22, provided in Section J.

The Contractor shall process all post allowance correspondence such that applications move to issuance within the timeframes as specified previously in this section. The processing of post allowance correspondence, also referred to as File Maintenance entails review and processing of all documents and correspondence received on or after allowance date. The USPTO will provide daily to the Contractor a listing of documents delivered to the official electronic file wrapper the previous day for applications in allowed status. The Contractor is responsible for accessing the official electronic file wrapper, reviewing these documents, and taking any and all appropriate action(s) required by these after allowance submissions. Each application that will eventually issue as a patent grant will have at least one (1) post

allowance paper; that being the issue fee transmittal (IFEE). An issue fee transmittal (Form PTOL-85B Fee(s) Transmittal), is the form used by the applicant to transmit the issue fee payment. This form is also the sole source of the attorney/agent/firm and assignee data that is to be captured and printed on the patent grant front page. The applicant may also use the form to place an advance order for copies of the patent, indicate a change of correspondence address or to change entity status effecting the amount of issue fee payment. The Contractor is responsible for updating the correspondence address and the entity status as specified on the fee(s) transmittal requirements in accordance with the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J.

In terms of volume for Post Allowance papers, approximately one-third of all applications that eventually issue as a patent grant will have additional piece(s) of Post Allowance correspondence beyond the issue fee discussed above. The Contractor shall perform File Maintenance requirements in accordance with the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J.

The next step in post allowance processing is patent number assignment processing, also referred to as final data capture (FDC). This step is required in order to capture any additional data added to the application after the mailing of the Notice of Allowance to produce the patent grant deliverables. When an application has met all requirements for issuance as a patent grant the USPTO's PALM system will automatically create the Potential Issue List (PIL) contents entry. The USPTO will provide the Contractor with the daily PIL. The Contractor shall utilize the PIL to aid in identifying applications ready for patent number assignment processing and FDC export request.

Applications are ready for the FDC export request when the issue fee has been paid, and all other requirements met in accordance with File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J. On a daily basis the Contractor shall identify the applications ready for patent number assignment processing and shall provide the FDC export request list to the USPTO. Based in this FDC export request the USPTO will provide to the Contractor the F-Export the following day.

The F-Export, provided to the Contractor on a daily basis via secure file transfer, will include all documents and patent data elements necessary for data capture submitted after the allowance date and constitutes the assignment of work for Final Data Capture. These documents shall be used to supplement the data previously captured during the data capture process and shall be incorporated into the final composed patent grant. The Contractor must complete patent number assignment processing for each application within eight (8) business days in accordance with the Production Schedule for the Grant Issue Build Processing. All patent number assignment processing is performed in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, and the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, provided in Section J.

At the beginning of each fiscal year, the USPTO will provide the Contractor with a weekly issue schedule showing the planned weekly issue sizes and the total yearly volume. This schedule is formulated from projected allowances and may be adjusted during the fiscal year based on actual allowances. The weekly issue schedule shall set the minimum number of patent applications that the Contractor shall build into each weekly issue in accordance with the File Maintenance and Final Data Capture Issue Build Manual as provided in Section J. The Contractor shall build additional applications above the minimum number into the weekly issue to the extent that applications are ready to build into the weekly issue. If the weekly issue schedule and total yearly volume needs to be revised, the USPTO will provide the Contractor with ample notice to make necessary adjustments to meet the revised weekly and yearly volumes.

The Contractor shall provide a Weekly Issue Breakdown report, as shown in Section C.6.3.1, Exhibit C.6.3.1-1. For each weekly issue build the breakdown report will show the count and range of patent numbers assigned, by patent type.

As previously indicated, applications shall move through the post allowance process from oldest allowance date until they become issue fee paid and then are prioritized by oldest issue fee paid date. However, there are exceptions. The USPTO may request that individual applications be moved expeditiously through the post allowance process regardless of the allowance or fee payment age. These applications will have priority over older allowed or older fee paid applications. In addition to the individual application requests, the Contractor shall receive a daily report, entitled, AERQ/Expedite applications list, from the USPTO of applications that shall be moved expeditiously through the post allowance process regardless of allowance or fee payment age. These applications will have priority over older allowed or older fee paid applications. The current average is about 20 expedited applications per week.

The exports that the USPTO will provide to the Contractor are described in the Reports and Deliverables Table, Attachment 6, located in Section J.

A workflow diagram entitled Flowchart for the Post-Allowance Process is provided as Attachment 21, in Section J as an educational reference.

### **C.6.1 Perform Data Capture**

Data Capture for all application types, Utility, Plant, Reissue and Design follows the same process to become issued patent grants. Data captured from the I-Export is the foundational data used in conjunction with the F-Export to produce the patent grant deliverables. The requirements are described in detail in the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J.

A utility patent is issued for a "new and useful process, machine, manufacture, or composition" and to be distinguished from a plant patent or a design patent. A plant patent is a patent granted for an asexually reproduced new and distinct variety of plant. A reissue patent is the second or subsequent issue of a patent when the previous patent issued "through error without any deceptive intention" and is therefore "deemed wholly or partly inoperative or invalid." A design patent is granted for a "new, original, and ornamental design for an article of manufacture."

Data capture shall commence with the USPTO's export of patent data elements (official electronic file wrapper images, SCORE data, etc.) necessary for data capture. Unlike during PG Pub processing, there is no PALM Bibliographic data exported to the Contractor. The Contractor shall capture and validate bibliographic data directly from various source documents (images) located in the official electronic file wrapper. Bibliographic data includes descriptive and identifying information about a patent application; for example but not limited to: title, applicant data, inventor data, application number, and filing date. Non bibliographic data that is exported includes the contents of the patent application; for example but not limited to: abstract, specification, claims, and drawings. During the course of this contract, the USPTO may supplement or replace image data with XML data.

The Contractor has the opportunity to utilize data previously captured during the PG Pub process (See C.5.). The Government anticipates that the use of this previously captured data may be more cost effective and as such a price reduction is anticipated in the following CLINs:

- Data Capture of Utility Applications – Reuse of PG Pub Data Capture
- Data Capture of Plant Applications – Reuse of PG Pub Data Capture

The Contractor shall strive to complete data capture within seven (7) weeks of receipt of the I-Export for each

application identified in the export. The Contractor shall make substantial effort to assure data capture is completed within nine (9) weeks of receipt of the I-Export for each application identified in the export. The Contractor should verify each I-Export upon receipt and notify the USPTO of any unsuccessful or corrupted I-Export.

The I-Export of patent data elements will contain all documents associated with the allowed patent application from the official electronic file wrapper necessary for data capture. The Contractor shall review all applications within the I-Export, determine the application type, Utility, Plant, Reissue or Design and process them in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J.

As a matter of course some applications will have the allowance withdrawn, either at the request of the applicant or by the Technology Center. In due course that same application may become allowed again and will export again for data capture. The Contractor shall monitor daily receipts of I-Exports and record any applications in the export for which data capture has already completed. For such applications, no new processing should occur under IDC if the application was previously billed under IDC. When an application is exported a second or subsequent time, all new documents added to the applications following the initial export shall be retained and used during final data capture to create a complete and accurate issued patent. The Contractor shall provide a monthly report of Duplicate Files in Initial Data Capture (IDC) Exports to the USPTO as identified in the Reports and Deliverables Table, Attachment 6, located in Section J.

During the data capture process the Contractor shall verify patent data elements and ensure errors are resolved, such as but not limited to, missing claims and claim dependency problems, and IDSs that have not been considered and inconsistencies with the data in the official electronic file wrapper. One example may be, that the allowed claims listed on the Notice of Allowability are inconsistent with the index of claims. The Contractor shall ensure errors are resolved and inconsistencies are addressed in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J. Within the manuals there is guidance that provides instructions for the Contractor to resolve errors. Errors shall be resolved by the Contractor by: generating a RUSH query which is sent to the appropriate Examiner for resolution; generating a Notice to File Corrected Application Papers (NTF) which is mailed to the applicant; or ensuring the error is resolved based on guidance included in the manuals. When not covered by the previous resolutions, the Contractor is required to refer the issue to the USPTO. If a RUSH or NTF is generated, the action taken is documented and the Contractor shall hold the application from moving to issuance until resolved. To the extent possible, RUSH and NTF must contain all noted inconsistencies to avoid multiple RUSH and NTF. All RUSH and NTF documents must be delivered to the official file wrapper as described in the Front End Processing Manual, Attachment 13, Appendix Fourteen, included in Section J.

The Contractor shall provide electronically, a weekly report with an Excel spreadsheet attached entitled, RUSH Report as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. The RUSH Report provides the number of all RUSHs sent to the Examiner for allowed applications and includes an indicator of creation date and if the RUSH was resolved. Elements in the report include a summary page that provides Query type, number of Queries (RUSH's) sent to each TC, Total count by TC and type. See Exhibit C.6.1-1 through Exhibit C.6.1-4 below. Additional tabs provide detail of each query by application number and specific Group Art Unit (GAU).

### Exhibit C.6.1-1

#### Sample RUSH Report Summary Page

A	B	C	D	E	F	G	H	I	J	K	L	M
Query Type	1600	1700	2100	2400	2600	2800	2900	3600	3700	OTHER	Total Count	Percentage
1449/892/IDS	374	314	249	439	331	617	98	314	429	4	3169	18.75
ADS/OATH/BIB	1	6	1	2	2	3	53	1	8	2	79	0.47
Abstract	0	1	0	1	0	0	0	0	0	0	2	0.01
Amendment	113	84	32	35	49	100	27	96	130	1	667	3.95
Appendix	11	2	11	9	4	6	0	7	0	0	50	0.3
Claim/Index of Claims	478	433	288	417	418	755	1	445	511	9	3755	22.22
Continuity Data	6	1	3	5	6	6	0	4	4	1	36	0.21
Drawings	10	3	0	0	1	1	80	0	2	0	97	0.57
Foreign Priority	17	15	9	10	14	12	30	12	16	0	135	0.8
IIFW/SRFW	28	14	28	30	25	44	73	42	26	0	310	1.83
OTHER	8	3	3	9	7	12	4	4	6	0	56	0.33
PCT	0	0	0	0	0	0	0	0	1	0	1	0.01
Post-Allow	604	697	748	1089	1268	1891	196	801	836	16	8146	48.21
Reissue	0	0	0	0	0	0	1	0	0	2	3	0.02
Sequence Listing	7	0	0	0	0	0	0	0	1	0	8	0.05
Specification	96	96	12	17	14	37	12	37	30	0	351	2.08
Terminal Disclaimer	2	1	5	3	6	5	4	3	3	0	32	0.19
Total	1755	1670	1389	2066	2145	3489	579	1766	2003	35	16897	100
Avg Completion Time	10.95	12.92	12.13	12.83	12.29	13.3	12.68	13.71	12.44	19.33	12.65	
Unanswered RUSH	549	551	503	745	805	1351	179	635	705	17	6040	

### Exhibit C.6.1-2

#### Sample RUSH Report TC Page By Application Number

APPLICATION NUMBER	GAU	RUSH DATE	XRUSH DATE	QUERY TYPE	QUERY SUB TYPE	COMPLETION TIME	EXAMINER NAME
19123456	5711	11/21/2016	11/29/2016	Post-Allow	IDS Needs Response	8	Graham
19123457	5711	12/19/2016	12/22/2016	Claim/Index of Claims	CLM no period/incomplete	3	Jones
19123478	5711	12/15/2016	12/23/2016	Post-Allow	IDS Needs Response	8	Smith
19123459	5711	12/30/2016	01/11/2017	Post-Allow	IDS Needs Response	12	Smythe
19234567	5711	01/30/2017	02/03/2017	Post-Allow	IDS Needs Response	4	Grant
19234568	5711	04/11/2017	04/24/2017	Post-Allow	IDS Needs Response	13	Jones
19234569	5711	04/28/2017	06/07/2017	Post-Allow	Rule 312 Needs Response	40	Cooper

### Exhibit C.6.1-3

#### Sample RUSH Report TC Page By Query Type

J	K	L	M
QUERY TYPE	QUERY SUB TYPE	TOTAL	PERCENTAGE
	1449 considered	253	14.42
	1449 examiner stamp	35	1.99
	1449/892 For. Ref. Date	7	0.4
	1449/892 Reference data missing/incomplete/unclear	53	3.02
	1449/892 illegible	3	0.17
	1449/892 missing	22	1.25
	1449/IDS serial number	1	0.06
1449/892/IDS	Total	374	21.31
	Title mismatch (found)	1	0.06
ADS/OATH/BIB	Total	1	0.06
	Amendments missing/unclear/misplaced	113	6.44
Amendment	Total	113	6.44

### Exhibit C.6.1-4

#### Sample RUSH Report TC Page By GAU

GAU	TOTAL	PERCENTAGE
1611	15	0.85
1612	37	2.11
1613	23	1.31
1615	41	2.34
1616	25	1.42
1617	30	1.71
1618	38	2.17
1619	24	1.37
1621	42	2.39

The Contractor shall provide electronically, a weekly report with an Excel spreadsheet attached entitled, Notices to File Corrected Application Papers (NTFs) Report as identified in the Reports and Deliverables Table located in Section J. For allowed applications in which there is information needed before grant issuance can be completed, the NTFs are sent to the applicant by the Contractor. The NTF Report provides the number of all NTFs mailed to the applicants for allowed applications and includes an indicator of creation date and if and when the NTF was resolved. Elements in the NTF Report include a summary page that provides Notice Type, number of NTFs sent by application TC, Total count by TC and type. See Exhibit C.6.1-5 through Exhibit C.6.1-8 below. Additional tabs provide detail of each Notice by application number and specific GAU.

### Exhibit C.6.1-5

#### Sample NTF Report Summary Page

	A	B	C	D	E	F	G	H	I	J	K	L	M
6	<b>Notice Type</b>	<b>1600</b>	<b>1700</b>	<b>2100</b>	<b>2400</b>	<b>2600</b>	<b>2800</b>	<b>2900</b>	<b>3600</b>	<b>3700</b>	<b>OTHER</b>	<b>Total Count</b>	<b>Percentage</b>
7	Drawings	670	337	136	180	268	479	185	336	456	1	3048	60.69
8	Oath/Ads	30	30	25	42	33	43	11	29	44	1	288	5.73
9	Priority Claim	57	42	16	30	32	53	6	43	68	2	349	6.95
10	Specification	279	187	98	146	141	188	3	122	172	1	1337	26.62
11	Total	1036	596	275	398	474	763	205	530	740	5	5022	100
12	Avg Completion Time	33.62	29.44	30.99	26.82	30.42	29.51	26.35	30.67	29.43	5.5	30.27	
13	Unanswered NTF	431	216	110	151	183	318	109	226	326	1	2071	
14													

### Exhibit C.6.1-6

#### Sample NTF Report TC Page By Application Number and By Query Type and By GAU

APPLICATION NUMBER	NOA DATE	GAU	CREATION DATE	RESOLVED DATE	NOTICE TYPE	NOTICE SUB TYPE	COMPLETION TIME	EXAMINER NAME
19123456	07/05/2017	5711	10/19/2016	11/11/2016	Specification	Identification Of Application Deficiencies In Applications Filed Before September 16, 2012	23	Graham
19123457	5/57/2017	5711	02/21/2017	02/23/2017	Drawings	Identification Of Drawing Deficiencies	2	Jones
19123478	05/26/2017	5711	06/09/2017	06/20/2017	Drawings	Identification Of Specification/Drawing Inconsistencies	11	Smith
19123459	04/12/2017	5711	04/21/2017	08/02/2017	Specification	Identification Of Application Deficiencies In Application Filed On Or After September 16, 2012	103	Smrylne
19234567	07/17/2017	5711	07/26/2017	08/29/2017	Specification	Identification Of Application Deficiencies In Application Filed On Or After September 16, 2012	34	Grant
19234568	06/01/2017	5711	07/10/2017	09/01/2017	Priority Claim	Application Filed On Or After September 16, 2012, Not In Compliance With 37 Cfr 1.78	53	Jones
19234569	06/27/2017	5711	07/12/2017	09/05/2017	Drawings	Drawings And Brief Description Of Drawings In Non-Compliance With 37 Cfr 1.84(U)(1)	55	Cooper

## Exhibit C.6.1-7

### Sample NTF Report TC Page by NTF type

	K	L	M	N
1	NOTICE TYPE	NOTICE SUB TYPE	TOTAL	PERCENTAGE
2		Drawings And Brief Description Of Drawings In Non-Compliance With 37 Cfr 1.84(U)(1)	109	10.52
3		Identification Of Drawing Deficiencies	182	17.57
4		Identification Of Specification/Drawing Inconsistencies	132	12.74
5		Non-Compliant Illustrations In Specification Or Claims	245	23.65
6		Plant Drawings In Non-Compliance With 37 Cfr 1.165(B) And Efs-Web Legal Framework	2	0.19
7	Drawings	Total	670	64.67
8		Application Filed Before September 16, 2012, Declaration Not In Compliance With 37 Cfr 1.63	4	0.39
9		Application Filed On Or After September 16, 2012, Not In Compliance With 37 Cfr 1.46(C)	26	2.51
10	Other/Ads	Total	30	2.9

## Exhibit C.6.1-8

### Sample NTF Report TC Page By GAU

GAU	TOTAL	PERCENTAGE
2112	3	1.09
2113	4	1.45
2114	6	2.18
2115	3	1.09
2116	4	1.45
2117	4	1.45
2118	2	0.73
2121	10	3.64
2122	2	0.73
2123	6	2.18
2124	4	1.45

Approximately 32% of allowed applications have some type of error that will require correction or resolution. Approximately 19% of the applications have errors for which the Contractor is provided guidance within the manuals for steps they are to take to correct/resolve the error on their own. For approximately 10% of applications, the Contractor shall send a RUSH to the Examiner for any omissions, irregularities or other questions that cannot be resolved. Alternatively, for approximately 4% of applications, the Contractor shall generate and mail a notice to the applicant indicating the problem and the steps required to correct or resolve the omissions and irregularities. These together exceed 32% because approximately 1% of applications require both a notice to the applicant and a query via the printer rush process for correction/resolution. The data capture process must continue for the remaining patent data elements within the application while the Contractor awaits resolution. The charts below illustrate an approximate breakdown of the types of RUSH and NTFs that are created. Note these are not percentages of applications processed but percentages of types of errors.

**Table C.6.1-1**

**Breakdown of the Types of RUSH Created**

<b>RUSH by Error Type</b> <b>(For ≈ 20% of Applications)</b>	
<b>RUSH Type</b>	<b>Percentage of RUSH</b>
Post-Allow	47.83
Claim/Index of Claims	22.37
1449/892/IDS	18.62
Amendment	4.00
Specification	2.23
IIFW/SRFW	1.89
Foreign Priority	0.82
Drawings	0.65
ADS/OATH/BIB	0.46
Appendix	0.33
OTHER	0.33
Continuity Data	0.22
Terminal Disclaimer	0.19
Sequence Listing	0.05
Reissue	0.02
Abstract	0.01



Table C.6.1-2

**Breakdown of the Types of NTFs Created**

<b>NTF by Error Type</b> <b>(For <math>\approx</math> 4% of Applications)</b>	
<b>Notice Type</b>	<b>Percentage of NTF</b>
Drawings	60.59
Specification	26.77
Priority Claim	7.02
Oath/Ads	5.62

Some patent applications will have associated artifacts. An artifact is an item that cannot be scanned (i.e. CD, model, video tape, etc.) or should not be scanned (items marked as Trade Secret, Proprietary and/or Protective Order). For additional details see the Front End Processing Manual, Attachment 13, provided in Section J. These artifacts are placed into folders which are referred to as artifact folders. To facilitate tracking of the artifact folder throughout its lifecycle the Contractor shall scan the bar code on each artifact folder as it is received from the USPTO. For additional information on creation of artifact folders see Section C.4.3.

The USPTO will send artifact folders associated with each allowed application to the Contractor. The Contractor shall review and determine if the content is necessary for data capture. If it is determined that the application file wrapper contains an artifact placeholder sheet and the associated artifact folder was not received, the Contractor shall request the artifact folder from the USPTO.

The Contractor must maintain an inventory of artifact folders associated with allowed applications until the application is issued or abandoned. The Contractor shall deliver requested artifact folders to the specified USPTO location(s). The USPTO anticipates that the volume of this requirement to be less than 10 requests per year. The Contractor shall scan the barcode label on the related artifact folder(s) to dispatch them to the designated USPTO PALM location prior to delivery. Artifact folders requested by the USPTO should be delivered within three (3) business days of the request.

Once processing has been completed for the application, the Contractor shall record the Artifact Folder number on a spreadsheet. The Contractor shall scan the barcode label on the related artifact folder(s) to dispatch them to the USPTO, PALM location 9500 prior to the issue date. For applications that become abandoned, the related artifact folder will be dispatched to the USPTO, PALM location 9500, as soon as the Contractor mails the "Notice of Abandonment." Movement of artifact folders must be recorded with the appropriate PALM transaction. After dispatching the artifact folders to USPTO, PALM location 9500, the Contractor shall place the artifact folders in boxes provided for this function. The Contractor shall record the box number and the total number of boxes in the shipment on each box. i.e. 1 of 10, 2 of 10 etc. The Contractor shall deliver the boxed artifact folders to the USPTO designated location in Shirlington, Virginia.

During the data capture process, the Contractor may encounter some applications with lengthy table content

which is an accumulation of table data (one or more tables) covering 200 or more contiguous pages in a 10-point font size or larger. Historical information on the volume of applications that contain lengthy table content has been provided in Attachments 4 and 5, in Section J. When there is lengthy table content that must be converted and delivered, the Contractor shall convert the content in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J.

The Contractor should also refer to Section C.6.3.5 for additional information and requirements concerning lengthy table content.

Plant Patent applications will contain color drawings and/or photographs. Currently, the USPTO does not allow for Plant Patent color drawings and/or photographs to be submitted electronically. The Contractor shall utilize the artifact folder to locate and access the source documents (color drawings and/or photographs) for data capture. These plant drawings shall be captured and delivered in color in accordance with the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J.

Utility, Reissue and Design Patent applications may also contain color drawings and/or photographs, grayscale drawings and/or photographs. The Contractor shall utilize SCORE to locate and access the source documents (color drawings and/or photographs, grayscale drawings and/or photographs) for data capture. These drawings must be captured and delivered in color in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J.

The Contractor shall deliver electronically, a weekly text version of the FIDC File (FIDC) report as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. This report lists all serial numbers of the applications that have completed data capture with their individual completion date from the previous week. This report is used by the USPTO to create the FIDC PALM contents entries.

The Contractor shall deliver weekly two Excel spreadsheets that contain the following:

1. A breakdown of application numbers by type of application by CLIN completed within a specific week range (Monday - Sunday) sent electronically as identified in the Reports and Deliverables Table, Attachment 6, located in Section J; and,
2. A list of all application numbers completed within the (same) specific week range (Monday - Sunday). This report lists all serial numbers of the applications that have completed data capture with their individual completion date from previous week. This report is used by USPTO to create FIDC PALM contents entries.

For samples of these reports, see Attachment 6, provided in Section J,

## **C.6.2 Perform File Maintenance**

The Contractor shall perform File Maintenance. File Maintenance entails review and processing of all documents and correspondence received on or after allowance date. The Contractor shall review all incoming documents, verify that all required fees have been paid, process Notices of Abandonment, and prepare outgoing correspondence. All Notices of Abandonment and other outgoing correspondence must be delivered to the official file wrapper as described in the Front End Processing Manual, Attachment 13, Appendix Fourteen, included in Section J. If an application has exported for IDC more than one time, as discussed in C.6.1, IDC processing and FMF processing should only occur one time, i.e. only be billed for one occurrence each for IDC and FMF.

In order to facilitate performance of the File Maintenance requirements the USPTO will provide daily to the Contractor a listing of documents delivered to official electronic file wrapper the previous day (New Paper List). This listing will have the documents identified by application number, document code and mail room receipt date. The Contractor is responsible for accessing the official electronic file wrapper, reviewing the documents identified on this listing, and taking any and all appropriate action(s) for each document submitted. Documents may include, but are not limited to, IDS, Rule 312 Amendments, Changes of Address, Powers of Attorney, Requests for Corrected Filing Receipts, and/or Responses to NTFs. For example for an IDS the Contractor shall review the submission and determine if it is compliant in accordance with the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J. If the submission is compliant, the Contractor shall prepare a RUSH and request that the examiner consider the IDS. If the submission is not compliant the Contractor shall create a Notice of Non-Compliant Information Disclosure Statement and deliver it to the applicant and the official electronic file wrapper as described in the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J.

Each application that will eventually issue as a patent grant will have at least one (1) post allowance paper; that being the issue fee transmittal (IFEE). Approximately one-third of all applications that eventually issue as a patent grant will have additional Post Allowance correspondence beyond the issue fee. An issue fee transmittal (Form PTOL-85B Fee(s) Transmittal), is used by the applicant to transmit the issue fee payment. This form is also the sole source of the attorney/agent/firm and assignee data that is to be captured and printed on the patent grant front page. The applicant may also use the form to place an advance order for copies of the patent, indicate a change of correspondence address or to change entity status effecting the amount of issue fee payment. The Contractor is responsible for updating the correspondence address and the entity status as specified on the fee(s) transmittal requirements in accordance with the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J. When the due date for payment of the issue fee has lapsed the Contractor shall process the application as abandoned as described in the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J. Abandonment occurs in approximately 2% of applications for failure to: pay the issue fee, or fulfill other post allowance requirements.

In addition to the issue fee payment, the Contractor shall ensure that other requirements set in the Notice of Allowability, Form PTO-37, (i.e. corrected drawings, biological deposit, etc.) or the Notice Requiring Inventor's Oath or Declaration have been met. Failure to timely submit these items will also result in abandonment. The Contractor shall also process these application as abandoned as described in the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J.

The Contractor shall record all applications processed as abandoned and provide the USPTO with a monthly list of all applications abandoned the previous month. This report entitled Monthly Abandonments as identified in the Reports and Deliverables Table, Attachment 6, located in Section J, must be in Excel format and list the application serial number of each abandoned application.

The next step in the process is patent number assignment processing, also referred to as final data capture (FDC). When an application has met all requirements for issuance as a patent grant the USPTO's PALM system will automatically create the Potential Issue List (PIL) contents entry. The USPTO will provide the Contractor with the daily PIL. The Contractor shall utilize the PIL to aid in identifying applications ready for FDC export request.

Applications are ready for the FDC export request when the issue fee has been paid, and all other requirements met in accordance with File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J. Daily, the Contractor shall provide the USPTO with the FDC export request listing the

applications ready for patent number assignment processing. Based on this listing the USPTO will compile and provide the F-Export the following day.

### **C.6.3 Patent Number Assignment and Issue Build Processing**

The Contractor shall deem applications ready for patent number assignment processing upon successful completion of the requirements in C.6.1 and C.6.2. The Contractor shall provide the FDC export request list, which is the daily email from Contractor listing all application numbers that are deemed ready for patent number assignment processing as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. Based on that report, the USPTO will export daily via secure file transfer the documents and patent data elements for patent number assignment processing, which include all data for the grant weekly and certificate daily issue build processes (See Sections C.6.3.1 and C.6.3.2). The Contractor shall verify each export upon receipt and must notify the USPTO of any unsuccessful or corrupted export. The F-Export will include all documents and patent data elements submitted after the allowance date. The data elements in this export shall be used to supplement the data previously captured during the data capture process and shall be incorporated into the final composed patent grant. If an application has exported for IDC more than one time, as discussed in C.6.1, the Contractor shall ensure that all content added to that application after the first export through the most recent allowance have been captured and are reflected in the final issued patent.

The USPTO will provide the Contractor on a daily basis the F-Export of patent data elements. Once the USPTO provides the daily export on PWDs 17-29, the Contractor shall complete patent number assignment processing for each application in accordance with the Production Schedule for the Grant Issue Build Processing. All patent number assignment processing is performed in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, and the File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, located in Section J.

Each week, based on the weekly issue schedule provided by the USPTO (see Section C.6), the Contractor shall complete patent number assignment processing for at least the number of patent applications in the planned weekly issue schedule and assign patent numbers in accordance with File Maintenance and Final Data Capture Issue Build Manual, Attachment 24, as provided in Section J. The Contractor shall build additional applications above the minimum number into the weekly issue to the extent that applications are ready to build into the weekly issue.

The following describes the requirements for:

- Patent Number Assignment Processing of Utility Applications
- Patent Number Assignment Processing of Plant Applications
- Patent Number Assignment Processing of Reissue Applications
- Patent Number Assignment Processing of Design Applications
- Patent Number Assignment Processing of Reexamination Certificates
- Patent Number Assignment Processing of Supplemental Exam Certificates
- Patent Number Assignment Processing of Board Certificates – All
- Patent Number Assignment Processing of Statutory Invention Registration (SIR)
- Grant Sequence Data Book on CD/DVD
- Electronic Official Gazette for Daily Certificates (eOG:PCert)
- Electronic Official Gazette for Patents (eOG:P)
- Annual Publication of Consolidated Notices in eOG:P

#### **C.6.3.1 Perform Grant Weekly Issue Build Process**

The Contractor shall complete the issue build process each Tuesday, PWD 16, as described in the File Maintenance and Final Data Capture Issue Build Manual as provided in Section J and as described in the production schedule and in the Reports and Deliverables Table, Attachment 6, contained in Section J. The Issue build process involves the sorting of the applications in proper classification order—utilities in Cooperative Patent Classification order, designs and plants in U.S. Patent Classification System order—then the assigning of patent numbers in ascending order.

The Contractor shall provide a Weekly Issue List, as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. The Weekly Issue List file should be a text file that lists each application number and the associated patent number assigned to each. The file name for the file should be named based on the particular week's issue build, issue date.

For example: 1820140506

18 equates to the 18th week (or issue) of the calendar year

2014 equates to the year for that issue

05 equates to the month for that issue

06 equates to the day for that issue

The Contractor shall provide a Weekly Issue Breakdown report, entitled, MM/DD/YYYY Issue Weekly Breakdown as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. A sample of the Weekly Breakdown report is provided below. For each weekly issue build the breakdown report shall show, the count and range of patent numbers assigned, by patent type.

#### /Exhibit C.6.3.1-1

#### Sample Weekly Breakdown Report

WEEKLY ISSUE BREAKDOWN			ISSUE OF <i>May 30, 2017</i>		
<u>6600</u>	<b>Utilities:</b>	NO. <u>9,661,796</u>	TO NO. <u>9,668,395</u>		
<u>19</u>	<b>Plants:</b>	NO. <u>PP28054</u>	TO NO. <u>PP28072</u>		
<u>5</u>	<b>Reissues:</b>	NO. <u>RE46416</u>	TO NO. <u>RE46420</u>		
<u>625</u>	<b>Designs:</b>	NO. <u>D787775</u>	TO NO. <u>D788399</u>		
<u>0</u>	<b>SIRs:</b>	NO. _____	TO NO. _____		
<u>7249</u>	<b>Total Patents in Issue</b>				

The USPTO will validate the Weekly Issue Build List against PALM and will notify the Contractor of any applications that are to be withdrawn by electronic notification. The Contractor shall remove patent data for withdrawn applications from the appropriate deliverables on PWD 14 or before. The USPTO will continue to notify the Contractor of additional withdrawals by electronic notification as they occur until issue date.

The USPTO will calculate and deliver weekly the Patent Term Adjustment/Patent Term Extension (PTA/PTE), entitled PTA/PTE Report Issue Date MM/DD/YYYY, data to the Contractor as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. The Contractor shall insert the PTA/PTE data into the PTA/PTE Notice on the front page of each application built into the Grant Weekly Issue as described in the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provide in Section J.

The Contractor shall, by PWD 29, deliver the original hard copy Plant Patent Drawings for Color Reproduction (with headers applied) in their associated artifact folder to the Office of Data Management mailroom in the Randolph Square Building, Shirlington, Virginia. Further details on the application of headers and other preparation necessary for Plant Patent Drawings for Color Reproduction are provided in the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J. The Contractor shall also create a Plant Transmittal Letter - MM/DD/YY Issue listing each plant application and their assigned patent numbers in the shipment as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. The Contractor shall attach the Plant Transmittal Letter to the artifact folder shipment and email a copy of the Plant Transmittal Letter to the USPTO as identified in the Reports and Deliverables Table, Attachment 6, located in Section J.

#### **C.6.3.2 Perform Certificate Daily Issue Build Process**

The USPTO will provide electronically, notification listing applications that are ready to begin the daily certificates process. Daily, the USPTO will provide the F-Export detailed earlier. The F-Export will contain the applications that the Contractor has deemed ready for patent number assignment processing and additionally shall include the data for any applications to be processed as daily certificates.

The F-Export for the daily certificates will contain all documents associated with the application from the filing date to present from the official electronic file wrapper necessary for data capture. The Contractor shall review applications for daily certificates within the F-Export to determine the certificate type and process each type in accordance with the instructions found in the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J.

The certificate types, each individually defined in the glossary and in the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J, are as follows:

- Ex Parte Reexamination Certificate
- Inter Partes Reexamination Certificate
- Supplemental Examination Certificate
- Ex Parte Reexamination Certificate From Reexamination Ordered Under 35 U.S.C. 257
- Patent Trial And Appeal Board Certificates

Processing for Daily Certificates should be completed in accordance with the Production Schedule for Reexamination, Supplemental Exams and Board Certificates. The timeframe for processing this deliverable is a maximum of 15 business days from receipt of the F-Export.

The Contractor shall monitor and report electronically on a weekly basis via an Excel spreadsheet the status of all certificates currently in process. The report shall list each certificate in process and provide detailed information for any application that will not be completed within 15 business days. This report entitled Weekly Reexam Reports shall be provided as identified in the Reports and Deliverables Table, Attachment 6, located in Section J.

The Contractor having successfully completed the requirements in C.6.3 shall produce and deliver daily the composed Yellow Book (image) version of Certificates.

The Contractor shall perform full data capture to create the composed Yellow Book and deliver the reports entitled, MM/DD/YYYY Issue Daily Breakdown (Reexams), FDC File for MM/DD/YYYY Issue (Reexams), IDC File Part 3 for MM/DD/YYYY Issue (Reexams), Certificates as identified in the Reports and Deliverables Table, Attachment 6, located in Section J and in accordance with the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, located in Section J.

In addition to Yellow Book, the Contractor shall deliver daily the Certificates to the official electronic file wrapper as described in the Front End Processing Manual, Attachment 13, Appendix Fourteen, included in Section J.

The Contractor shall deliver in .pdf format a single daily file containing the types of Certificates listed above. The Contractor shall place the .pdf file in the folder named "certificates" in the appropriate subdirectory, via secure file transfer portal as discussed in the Contractor Access to USPTO, Attachment 1a, provided in Section J. The Contractor shall also place in the folder the daily file FDCYYYYMMDD.txt, in accordance with the Reports and Deliverables Table, Attachment 6, located in Section J. When there are no Certificates issuing for a particular day the text file shall be generated and shall say "None."

Upon delivery, the USPTO will conduct an initial inspection to verify that each deliverable adequately runs on USPTO systems, the required data is present, and that the data can be accessed to produce the required output. If the deliverable does not meet the criterion above, the Contractor shall reprocess and deliver a replacement of the deliverable within eight (8) business hours of notification at no additional cost to the USPTO. Further sampling inspection will be accomplished to insure that the data is provided in compliance with Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J. See Section E, Inspection & Acceptance.

#### **C.6.3.3 Deliver Grant Yellow Book (Patent Image Files)**

The Contractor having successfully completed the requirements in C.6.1, C.6.2 and C.6.3 must produce and deliver weekly the composed Yellow Book (image) version of patent grants. This deliverable is referred to as Grant Yellow Book as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. The instructions for composition are provided in the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J.

Each Grant Yellow Book deliverable contains the composed images of all patent grants, in Tagged Image File Format (.tif) Revision 6.0 with Comité Consultatif International Téléphonique et Télégraphique CCITT Group 4 Compression standards (single-page TIFFs).

Upon delivery, the USPTO will conduct an initial inspection to verify that each deliverable adequately runs on USPTO systems, the required data is present, and that the data can be accessed to produce the required output. If the deliverable does not meet the criterion above, the Contractor shall reprocess and deliver a replacement of the Grant Yellow Book deliverable within one (1) business day of notification at no additional cost to the USPTO. Further sampling inspection will be accomplished to insure that the data is provided in compliance with Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section

J. See Section E, Inspection and Acceptance.

The Contractor shall deliver electronically the weekly report entitled, Grant Yellow Book Media Contents List as identified in the Reports and Deliverables Table located in Section J that includes the publication number, kind code and number of pages for each application to be published. Delivery of the Grant Media Contents List shall follow the same schedule as the Grant Yellow Book deliverable due by PWD 7.

For additional information see the Data Preparation Manual for Patent Application Pre-Grant Publications, Attachment 17a, located in Section J.

#### **C.6.3.4 Deliver Grant Red Book (Patent Text Files)**

The Contractor having successfully completed the requirements in C.6.1, C.6.2 and C.6.3 shall produce and deliver weekly in Extensible Markup Language International Common Elements (XML) format the “full text” searchable version of patent grants. This deliverable is referred to as Grant Red Book in the Report and Deliverables Table, Attachment 6, located in Section J.

The Grant Red Book deliverable contains the fully composed, searchable full text file of each grant. This deliverable is electronically transmitted via secure file transfer portal as discussed in the Contractor Access to USPTO, Attachment 1a, provided in Section J. The order the patent grants are to appear in the deliverable is in accordance with the following patent grant file sequence: Designs; Design-SIRs; Plant-SIRs; Utility-SIRs; Plants; Reissues; and Utilities. Within each group, patents must be in patent number ascending sequence. More information on Red Book can be found in the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J.

Upon delivery, the USPTO will conduct an initial inspection to verify that each deliverable adequately runs on USPTO systems, the required data is present, and that the data can be accessed to produce the required output. If the deliverable does not meet the criterion above, the Contractor shall reprocess and deliver a replacement of the Grant Red Book deliverable within eight (8) business hours of notification at no additional cost to the USPTO. Further sampling inspection will be accomplished to insure that the data is provided in compliance with Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J. See Section E, Inspection and Acceptance.

In addition to the Grant Red Book the Contractor shall also provide a weekly Excel spreadsheet electronically. The spreadsheet lists the character counts by patent number for the following categories: front page, specification, claims, and complex work units: Tables, Equations, and Chemical Structures. The report is sent concurrently with the Red Book deliverable. The report is entitled “GrantRedBookCounts-YYYYMMDD” as identified in the Reports and Deliverables Table, Attachment 6, located in Section J.

#### **C.6.3.5 Deliver Grant Lengthy Sequence and Table Data on CD/DVD**

Lengthy Sequence Listings and Lengthy Table Data shall not be published as part of the specifications of patents. Instead, each Lengthy Sequence Listing shall be separately published as an ASCII text file on the USPTO’s sequence publication site, PSIPS. The Contractor shall, in the place of the Lengthy Sequence Listing or Lengthy Table, in the specification show a composed table containing the heading SEQUENCE LISTING plus a standardized statement which includes the unique URL for the Lengthy Sequence Listing or Lengthy Table Data.



For each patent grant containing Lengthy Sequences and/or Lengthy Table Data the Contractor shall weekly produce two (2) sets of the appropriate data on properly labeled compact disc (CD) or DVD in accordance with the instructions. One (1) CD/DVD copy, shall be included in the official patent grant that is mailed to the applicant on issue day. The second copy shall be delivered to the USPTO. This shall be done in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J.

The Contractor shall provide electronically the weekly report entitled, Lengthy Sequence Listings and Lengthy Tables MM/DD/YY Grant, as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. This report lists the application numbers, patent numbers, kind codes, and any prior publication numbers for each patent grant that contains Lengthy Sequences and/or Lengthy Tables delivered for the designated Issue Date in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J.

The Contractor shall include the Lengthy Sequences and Lengthy Tables Data as a separate ASCII file at the end of the Red Book for each weekly Grant Red Book deliverable. This deliverable shall serve as the source for the Lengthy Sequence and Lengthy Table Data that the USPTO loads onto PSIPS.

#### **C.6.3.6 Deliver Grant Extract for Cooperative Patent Classification (CPC) Database**

CPC is a classification system used by the USPTO. The Contractor shall deliver weekly a file, entitled CPC Extract as identified in the Reports and Deliverables Table located in Section J that lists each patent grant and its applicable CPC data symbols in the weekly issue. A CPC symbol consists of a section (A, B, C, D, E, F, G, H, or Y), a class (two (2) digits, 01 through 99), a subclass (A through Z), a space, a main group (up to four (4) numbers, 1 through 9999), a slash, and a subgroup (two (2) to six (6) digits, 00 through 999999).

The "Extract for Cooperative Patent Classification Database" must be delivered in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J.

The Contractor shall delivery weekly the patent grant extract for CPC by PWD 6.

#### **C.6.3.7 Deliver Patent PostscriptFiles for Printing**

The Contractor shall deliver weekly, the Patent PostScript® files, in accordance with the production schedule via electronic data transfer, which will be used by the USPTO Patent Printing Contractor identified in Section F for the printing of all patents in the weekly issue. PostScript® is a page description language in the electronic publishing and desktop publishing business. PostScript® handles industry-standard, scalable typeface in the Type 1 and TrueType formats. The Patent PostScript® files shall be delivered by PWD 13 to be in accordance with contractual agreements between the USPTO and its Patent Printing Contractor.

Each patent grant document in the PostScript® Files deliverable shall appear as a single file and must appear in the following order: Reissue, Plant, Utility, Design, and Statutory Invention Registration (SIR). Within each group, patents are in patent number ascending sequence in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J.

Patents containing color drawings must be transmitted in a separate Patent PostScript® file. Each patent

containing color drawings shall appear as a single file and shall appear in the same order as provided above. Additionally, the Contractor shall provide the Weekly Color Drawing Notification listing electronically to the USPTO as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. This listing must provide each application number and patent number within a particular issue that contain color drawings, excluding plant applications.

The Patent PostScript® files must be encrypted and zipped in preparation for delivery to the USPTO Patent Printing Contractor. If necessary, the encrypted, zipped files can be split into more than one file.

The Contractor shall establish electronic file transfer to the USPTO Patent Printing Contractor. Minimum standards to achieve the electronic file transfer to the USPTO Patent Printing Contractor are as follows:

- password protected specific user accounts;
- WinSCP software; and,
- encryption software with a pair of encryption keys to the USPTO Patents Printing Contractor.

The Patent PostScript® files must contain an entire patent weekly issue with Level 2 compression. The file size for the entire patent weekly issue will range in size from 1 – 3 GB.

The current average size of a patent is 7 MB with some patents being up to 20 MB or larger.

In the event that any electronic file transfer of the Patent PostScript® file fails, the Contractor shall provide an alternate means of delivery to the USPTO Patent Printing Contractor to ensure that the delivery remains in accordance with the production schedule (PWD 13). Acceptable means of alternative delivery would be hand or courier delivery of media such as CD/DVD. All costs associated with the electronic data transfer or alternate means of delivery shall be the responsibility of the Contractor.

The Contractor shall provide to the USPTO Patent Printing Contractor electronically after the Patent PostScript® files transfer a list identifying the issue date and every patent number included in the weekly issue in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J.

#### **C.6.3.8 Electronic Official Gazette**

The Electronic Official Gazette is the USPTO's official journal relating to patents, and is electronically published each Tuesday at <https://www.uspto.gov/learning-and-resources/official-gazette/official-gazette-patents>. It is simultaneously published with the weekly issue of patents.

The Electronic Official Gazette represents two distinct deliverables. The first deliverable is the Daily Electronic Patent Certificates Official Gazette (eOG:PCert) which provides representative information for all certificates issuing each day. The second deliverable is the Weekly Electronic Patent Official Gazette (eOG:P) which provides representative information for all patents issuing each Tuesday. The eOG:P also includes additional notices and indices for browsing the issued patents (discussed below in C.6.3.8.1 and C.6.3.8.2).

The Contractor shall deliver daily the eOG:PCert, which presents bibliographic data, including representative drawings and representative claims, for the following certificates: Reexamination Certificate(s); Supplemental Examination Certificate(s); and Patent Trial and Appeal Board Certificate(s). The eOG:PCert issues each day Monday through Friday.

The Contractor shall deliver weekly the eOG:P, which presents bibliographic data, including representative drawings and representative claims, for all the patent grants in that week's issue and all of the Reexamination Certificate(s); Supplemental Examination Certificate(s); and Patent Trial and Appeal Board Certificate(s) that issued Monday through Friday of the preceding week. The eOG:P issues each Tuesday.

The eOG:PCert and eOG:P include hyperlinks to the Full Text and image versions of the issued documents. The eOG:P publishes additional content that includes helpful indices, notices of interest to the patent community, and general information. This additional content is discussed further below in C.6.3.8.2.

The eOG:PCert and the eOG:P are prepared in accordance with the Data Entry Manual for Utility Patents, Attachment 22; the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, and Electronic Official Gazette Manual, Attachment 25a, in Section J. Samples, are provided in Attachment 29, in Section J.

#### **C.6.3.8.1 Electronic Official Gazette Indices**

The weekly eOG:P must provide the following three (3) indices:

Classification Indices as shown at <http://patentgazette.uspto.gov/week24/OG/classIndex.html> for all patent grants in the weekly issue in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J. Samples are provided in Attachment 29, in Section J.

Geographical Indices of Inventors as shown at <http://patentgazette.uspto.gov/week24/OG/geography.html> for all patent grants in the weekly issue in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J. Samples are provided in Attachment 29, in Section J.

Patentee by Name as shown at <http://patentgazette.uspto.gov/week24/OG/patenteeByName.html> and <http://patentgazette.uspto.gov/week24/OG/patenteeIndex.html> for all patent grants in the weekly issue in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J. Samples are provided in Attachment 29, in Section J.

#### **C.6.3.8.2 Additional Content for the Electronic Official Gazette (eOG:P)**

As indicated above in addition to the representative data for each patent grant and certificate, the eOG:P contains additional content that the USPTO will provide weekly to the Contractor for inclusion in the eOG:P. The Contractor shall format the content for publication in the eOG:P, and deliver a proof copy for approval.

The following is a list of titles of the content that may be published each week. This list is not all inclusive and not every title listed will be published every week.

- 37 CFR 1.47 Notice by Publication
- Adverse Decision in Interference
- AIA Trial Proceedings Filed before the Patent Trial and Appeal Board

- Average Filing Date to First Action
- Board of Patent Appeals & Interferences Ex Parte Appeals
- Certificate of Correction List
- Certificates
- Covered Business Methods
- Disciplinary Notices
- Disclaimers & Dedications
- Errata
- Erratum
- Ex Parte Reexaminations
- Expired Patents
- Expired Trademarks
- Inter Partes Review
- License & Sale
- Notice of Exclusion on Consent
- Notice of Petition for Reinstatement
- Notice of Petition for Reprimand
- Notice of Private Reprimand
- Notice of Reprimand and Probation
- Notice of Suspension
- Patent Cooperation Treaty (PCT) Information
- Patent Cooperation Treaty (PCT) Update
- Patents Reinstated
- Post Grant Review
- PTRCP Changes
- Reclassification Alert Report
- Registration to Practice
- Reinstatement to Register
- Removal from Register
- Service by Publication
- Special Mail Stops for Patent Mail
- Status of Office of Public Records Services
- Supplemental Examination
- Trademark Operation
- Trademark Trial and Appeal Board notices (TTAB)

ODM receives additional content from throughout the USPTO. When documents are received by ODM each document is assigned an eOG:P issue date, and is transmitted to the Contractor via email with the subject line that contains the title of the notice and the eOG:P issue date XX/XX/XXXX. If the subject line of the email contains a title that is unspecific or unclear the Contractor shall notify ODM and request clarification of the title. ODM will provide additional content to the Contractor PWD 16 – PWD 10.

On occasion (once or twice per year), the USPTO may have special content that will become available later than PWD 10 and must appear in a designated upcoming eOG:P issue date. The Contractor will be notified of any special content as soon as ODM is aware of the need to publish in a designated upcoming eOG:P issue date.

Each week on PWD 8 the Contractor shall provide the USPTO an electronic copy of the eOG:P additional content pages as they will appear when published. Each page of this document will have the word "GALLEY" appear in the upper right-hand corner with the page number written underneath the word "GALLEY". These galleys will be proofed against the electronic documents provided to the Contractor for inclusion in the eOG:P. The USPTO will provide the Contractor with any necessary corrections or revisions to the galleys by PWD 5.

#### **C.6.3.9 Annual Publication of Consolidated Notices in eOG:P**

Weekly notices for the current calendar year are consolidated into an annual publication. The USPTO will provide annually the eOG:P content to the Contractor for incorporation into the publication of the Consolidated Notices. The Contractor shall deliver a proof copy of the Consolidated Notices to the USPTO. The USPTO will proof the copy and notify the Contractor of any needed corrections. The Contractor shall deliver the finalized Consolidated Notices with the last eOG:P delivery for the calendar year in accordance with the Data Entry Manual for Utility Patents, Attachment 22; the Consolidated Listing of Official Gazette Notices, Attachment 25b, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, in Section J. Samples, are provided in Attachment 29a, in Section J.

#### **C.6.4 ASSEMBLE PATENT GRANTS**

The Contractor will receive the printed patent grants from the USPTO Patent Printing Contractor in accordance with the production schedule starting on PWD 7.

The Contractor shall verify that a patent grant has been received for each patent number in the issue. The Contractor shall report to the USPTO any patent grants that are missing or are not suitable for binding. Examples of patent grants not suitable for binding would be any patent that has double printed pages, skewed images, ripped or torn pages, smudged or stained pages, etc. The average percentage of printed Patent Grants that require reprinting or replacement from the USPTO Patent Printing Contractor is expected to be less than 0.25% per weekly issue.

The Contractor shall prepare and send to the USPTO the Status of Inventors' Copies report for each weekly issue daily electronically. As part of the report, which is described in the Reports and Deliverables Table, Attachment 6, located in Section J, the assembly status of all patent grants that are not available for mailing are reported to the USPTO for each issue. Patents that are missing or not suitable for binding shall be identified in this daily report. The daily report for each issue will be provided to the USPTO until all replacement patents have been received and all outstanding grants have been accounted for, e.g., withdrawn patents.

The Contractor may still be awaiting some replacement patent grants and may not be able to bind and prepare for mailing those patent grant(s) on issue day. The application number(s) of those patent grants not mailed on issue date must be reported on the Problem Grants Not Mailed report discussed below.

The Contractor shall receive replacement printed patent grants from the USPTO Patent Printing Contractor and ensure they are assembled and removed from the report as soon as possible after receipt.

The Contractor will receive shipments of the printed patent grants from the USPTO's patent printing Contractor. The USPTO will provide Coverbind® patent grant covers in different spine sizes ranging in thickness from 1/16" to 2" to accommodate varying sizes of patent grants. The USPTO will provide covers for Utility, Plant, Reissue and Design patent grants. The Contractor shall assemble and bind the individual patent grants into the patent grant covers provided by the USPTO. Instructions related to the binding of patent grants are located in Section J,

Attachment 24, File Maintenance and Final Data Capture Issue Build Manual.

The Contractor shall provide electronically on a weekly basis an Excel spreadsheet entitled the Weekly Coverbind® Report as described in the Reports and Deliverables Table, Attachment 6, located in Section J, which details the inventory of Coverbind® Grant Covers by patent type and spine size.

The Contractor shall utilize the mailing address data provided by the USPTO to prepare mailing labels for mailing. The Contractor shall determine the appropriate size envelope or mailing box, depending on the size of the patent grant and to ensure the patent grant arrives at the correspondence address of record undamaged.

The Contractor shall deliver the prepared patent grants for mailing to the USPTO mail center, Alexandria, Virginia, no later than 10:00 a.m. on issue date in accordance with the File Maintenance and Final Data Capture Issue Build, Attachment 24, in Section J. For patent grants that require replacement copies, if the replacement is received prior to the issue date of the effected patent grant, it shall be assembled, bound and prepared for mailing as scheduled. If the replacement copy is received after the respective issue date, it shall be assembled, bound, prepared for mailing and delivered to the USPTO mail center within one (1) day of receipt.

The USPTO's PALM system is automatically updated to record the mailing of the patent grant on issue date for all patents in the weekly issue. The Contractor shall provide electronically a weekly report, entitled Problem Grants Not Mailed listing the application numbers of any grants not delivered to the mail room on issue date, as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. This report is used to remove the Patent Grant Mailed (PGM) contents entry from the USPTO's PALM tracking system. For those patent grants that are not delivered and mailed on issue date, the Contractor shall manually create the PGM contents entry to reflect the day that the affected patent grant(s) are finally delivered to the USPTO mail room.

## **C.7 PERFORM POST ISSUANCE PROCESSING**

After the patent grant has issued or certificate has published the USPTO issues approved corrections to patent grants through the Certificates of Correction (C of C) process. The USPTO issues approved corrections to patent grants as mandated in 37 CFR 1.322 and 1.323 each week. For additional information related to Certificates of Correction, visit <https://www.uspto.gov/patents-application-process/patent-search/authority-files/certificates-correction>.

The following are reports and lists that the USPTO will provide to the Contractor. Additional information can be found in the Reports and Deliverables Table, Attachment 6, located in Section J.

As an aid in understanding, a workflow diagram entitled Flowchart for the Certificates of Correction Process is provided as Attachment 30, in Section J.

### **C.7.1 Process Certificates of Correction (CofC)**

The USPTO issues Certificates of Correction (C of C) to resolve errors in patent grants. Applicants submit requests for corrections to the patent grant to the USPTO. Daily, approved requests for C of C's to be processed by the Contractor are provided via secure transfer portal. The USPTO will provide the Contractor with a daily email entitled, 1050s for MM-DD-YYYY that provides a scanned copy of all approved requests for C of C to be data captured. The Contractor shall data capture those 1050's provided to the Contractor on PWDs 12-8, and deliver the final C of Cs to the USPTO by PWD 7 in accordance with Processing of Certificates of Correction, Attachment 31, provided in Section J. By PWD 7 the Contractor shall also deliver the Certificates of Correction Weekly Issue List electronically in an excel spreadsheet as identified in the Reports and Deliverables Table, Attachment 6, located in Section J.

The Contractor shall deliver weekly the electronic file of the C of Cs in .pdf and Yellow Book format in accordance with the Processing of Certificates of Correction, Attachment 31, in Section J.

Upon delivery, the USPTO will conduct an initial inspection to verify that each deliverable adequately runs on USPTO systems, the required data is present, and that the data can be accessed to produce the required output. If the deliverable does not meet the criterion above, the Contractor shall reprocess and deliver a replacement of the C of C deliverable within one (1) business day of notification at no additional cost to the USPTO. Further sampling inspection will be accomplished to insure that the data is provided in compliance with Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J. See Section E, Inspection & Acceptance.

The Contractor shall deliver a copy of each C of C to the official electronic file wrapper, as described in the Front End Processing Manual, Attachment 13, Appendix Fourteen, included in Section J.

### **C.7.2 Deliver C of C Yellow Book (Image File) and Media Contents List**

The Contractor having successfully completed the requirements in C.7.1 shall produce and deliver weekly via the secure transfer portal the composed Yellow Book (image) version of C of C. This deliverable is referred to as Certificates of Correction Yellow Book as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. The instructions for composition are provided in the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, the Pre-Grant and Grant Yellow Book Documentation, Attachments 20 and 28, and the Processing of Certificates of Correction manual, Attachment 31, as provided in Section J.

### **C.7.3 Deliver Miscellaneous Certificates of Patents**

The Contractor will receive Disclaimers and Dedications, referred to as Miscellaneous Certificates electronically from the USPTO. As these Miscellaneous Certificates are received, the Contractor shall compose and deliver the Yellow Book files as described in the Processing of Certificates of Correction manual, Attachment 31, as provided in Section J.

### **C.7.4 Deliver Recaptured Patent Grants Due to Cof C**

The USPTO will require the Contractor to recapture a patent grant due to the nature or number of errors in the issued patent grant. The USPTO will provide the information needed for the recapture to the Contractor. The Contractor shall deliver the recaptured patent grant to the USPTO within fifteen (15) business days of receipt of the data accordance with Processing of Certificates of Correction manual, Attachment 31, as provided in Section J. The Contractor shall provide the USPTO with a Recaptured Patents Billing report (twice yearly, unless otherwise necessary) as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. This report must include the patent numbers of the recaptured patent grants.

### **C.7.5 Process C of Cs for Correction of Patent Term Adjustment (PTA) (Batch Processing)**

From time to time, the USPTO is required to recalculate the Patent Term Adjustment (PTA) determination of its issued patents. Once the USPTO has recalculated the PTA, it is required to issue a C of C with the new PTA value. These C of Cs shall be processed in batches as a mail merge.

The Contractor shall process these specific C of Cs to update PTAs for multiple patent grants. The Contractor will receive a Microsoft Excel file named PTACoCListing.xls, containing all of the data necessary for the issuance of these C of Cs. When batch processing is necessary, the USPTO will send the Contractor a spreadsheet of the

application numbers for processing in accordance with Processing of Certificates of Correction manual, Attachment 31, and the Certificates of Correction Batch Processing to Correct /Update Patent Term Adjustment, Attachment 32, as provided in Section J. The USPTO will provide all necessary data electronically as identified in the Reports and Deliverables Table, Attachment 6, located in Section J. Historic data as to the volume and frequency related to this requirement, see Attachment 5a.

#### **C.7.6 Deliver Yellow Book for Previously Issued Patents**

The Contractor shall deliver a Yellow Book (image) file for previously issued patents not currently available in the USPTO electronic records. Historically, the average number of these requests has ranged from zero to five annually. The Contractor shall deliver in accordance with the Data Entry Manual for Utility Patents, Attachment 22, and the Data Entry Manual for Non-Utility Patent Documents, Attachment 23, as provided in Section J.

### **C. 8 PERFORM QUALITY CONTROL**

The Contractor shall document its process for managing and delivering quality work products to the Government in a Quality Control Plan (QCP). A Quality Control Plan (QCP) is the documentation of the Contractor's process for delivering the level of quality required by the contract. This document is intended to provide guidance to Contractors as to what is expected from QCPs, and what the criteria for accepting and using the requirements for these plans will be. The QCP is the Contractor's framework for documenting its process for managing and delivering quality work products to the Government. The QCP outlines how those results will be achieved. While it is not possible to determine from the QCP whether the level of quality will be acceptable, it is possible to verify that the Contractor, as an organization, has addressed the basic elements of its quality control process file for previously issued patents not currently available in the USPTO electronic records.

The Contractor's work will be reviewed and inspected by the USPTO Contracting Officer's Representative (COR), who has final approval and acceptance, in accordance with the Surveillance Plan (Attachment 43). The QCP is finalized and agreed to by the contracting parties no later than ten (10) calendar days after the kick-off meeting.

### **C.9 CONTRACTOR REPORTS AND ELECTRONIC NOTIFICATIONS**

The Contractor shall provide any reports, deliverables and electronic notifications as listed in the Reports and Deliverables Table, Attachment 6, provided in Section J and any additional reports to the USPTO as they become necessary. Every attempt has been made to include all relevant reports and electronic notifications in this table. Over time existing reports and electronic notifications may be discontinued and new ones added as necessary to monitor, track and manage the flow of work described in this SOW. These reports and notifications are provided electronically via email and or file transfer.

### **C.10 SYSTEMS OF RECORDS NOTICES**

The Contractor shall comply with the USPTO Systems of Records Notices (SORN). The SORN applicable to this work is PAT/TM-7 Patent Application Files. <https://www.uspto.gov/sites/default/files/sorn/uspto-pasorn-07.pdf>

Please also refer to FAR Clause 52.224-2 PRIVACY ACT (APR 1984) in Section I below.

### **C.11 TRANSITION IN**

The Contractor shall develop a transition in plan and schedule in accordance with the Transition Plan Framework in Attachment 39.



A final Transition Plan is a deliverable due to the CO and COR no later than (ten) 10 calendar days after the Kick-Off Meeting.

The contractor shall comply with the following contract transition in requirements:

- a. System Documentation: Contractors must follow and adhere to NIST SP 800-37, Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy at a minimum, for system development and provide system documentation at designated intervals within the SDLC that require artifact review and approval.
- b. Sanitization of Government Files and Information: During the performance of the contract, as part of contract closeout, and at expiration of the contract, the contractor shall provide all required documentation, as specified by the Program Office, to the CO and/or COR to certify that, at the government's direction, all records including but not limited to electronic and hard copy records are appropriately disposed of and all devices and media are sanitized in accordance with USPTO Media Sanitization policy.
- c. The government at the direction of the agency CISO and through the CO, COR, or their official designee reserves the right to verify proper data handling, storage, transmission, processing, and or purge at any location and at any time as necessary to ensure the availability, confidentiality, and integrity of government data. Verification shall be conducted by the agency CISO and or their authorized designee(s).

#### **C.12 TRANSITION OUT – AT THE END OF THIS CONTRACT (OPTIONAL)**

At the end of this contract, the Contractor must develop a Transition-Out Plan that describes a transition out strategy, and identifies transition data and information, systems, components, documentation, functionality, services, service dependencies, services interfaces, risks, transition work activities, schedule, staffing down approach, knowledge transfer, and any other information that needs to be considered to ensure a smooth transition.

The Contractor must deliver the Transition-Out Plan within thirty (30) business days from the USPTO request.

The Contractor must provide an inventory of all operational, engineering, procedural, educational, and any other documentation and presentations produced as part of delivering services upon the USPTO request.

The Contractor must continue to fulfill the current contractual requirement(s) and continue all current work in progress until the successor contractor assumes full operational responsibility. The Contractor must not destroy, delete, or otherwise dispose of any files or data upon expiration or termination of the contract, without prior permission from the COR.

The Contractor must permit the successor contractor (and the successor contractor's employees) to observe and become familiar with any and all operations specified in this contract for a minimum of thirty (30) calendar days, or for a COR specified timeframe, prior to the expiration or termination of the existing contract.

The Contractor must fully cooperate with the successor contractor and the Government during transition out so as not to interfere with their work or duties.

The Contractor must fully support all USPTO requests for information and data required to ensure a seamless transition of services to a new contractor.

The Contractor must deliver to the USPTO electronic copies of all USPTO data and information stored in Contractor's systems in the format requested by the USPTO within 30 calendar days from the USPTO request.

Contractor Responsibilities Upon Physical Completion of the Contract: The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the location(s) and person(s) designated by the CO and/or COR. Additionally, the contractor shall provide a certification that all government information has been properly sanitized and purged from contractor-owned systems, including backup systems and media used during contract performance, in accordance with USPTO policies prior to the removal of any equipment, media, storage devices, IT systems, hard copy, and or other format that government data may/was contained on.

## SECTION D – PACKAGING AND MARKING

N/A

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 ON-SITE GOVERNMENT INSPECTORS**

The Contractor shall provide one (1) private office not less than 150 square feet at each of the Contractor's facilities where work under this contract is performed. Each office must be equipped with one desk, one swivel arm chair, one side chair, one telephone, one 100 Mbit full duplex or better Ethernet internet port (the Government will supply hookups and cover the cost of the telephone and internet service while on site), two work tables, at least one commercial grade or better 15 Amp dedicated grounding duplex power circuit (NEMA type 5-15R or 5-20R or direct electrical equivalent), and two four-drawer letter-size files with combination padlock and pendafile folders or equal.

Additionally when a team of up to 6 Government representatives are on site a conference room and or similar commercially acceptable equivalent, at the discretion of the CO, must be provided with at least two commercial grade or better 15 Amp dedicated grounding duplex power circuit (NEMA 5-15R or 5-20R or direct electrical equivalent), and one 100 Mbit full duplex or better Ethernet internet port (the Government will supply hookups and cover the cost of the telephone and internet service while on site if contractor facility does not have sufficient Internet access). Where a commercially acceptable equivalent is to be provided the specific details of such location and facilities, to include reference photographs, shall be provided to the CO and team to be onsite at least 30 days in advance in order to ascertain if the alternative is acceptable and or make necessary additional arrangements

### **E.2 ACCEPTANCE**

The USPTO will inspect delivered products against the requirements of the contract and will provide written notice of any rejection upon the completion of the inspection.

If deliverables do not meet any of these criterion, the Contractor shall reprocess and deliver a replacement deliverable in accordance with the service level agreement provided for that deliverable in the statement of work. If the requirement does not specifically state the service level agreement, the Contractor shall redeliver a replacement deliverable within one (1) business day of receiving notification. Contractor generated errors will be corrected at no additional cost to the Government.

### **E.3 GOVERNMENT INSPECTION OPERATIONS FOR ON-SITE WORK AND DELIVERABLES**

The USPTO will inspect the deliverables. The Contractor is required to correct any problems or deficiencies within one (1) business day of receiving notification. Contractor-generated errors will be corrected at no additional cost to the USPTO.

Details of the inspection process are provided as follows.

#### **E.3.1 Step 1 – Government Inspection**

The USPTO will verify that each deliverable adequately runs on USPTO systems, the required data is present, can be accessed to produce the required output, and is provided in compliance with the requirements of the SOW. If the deliverable does not adequately run, the Contractor shall reprocess and deliver a corrected deliverable within one (1) business day of USPTO notification of rejection.

The deliverables will be inspected and may require redelivery if formatting or content errors are detected.

The USPTO will notify the Contractor within three (3) business days from the date of receipt if any deliverable requires redelivery.

#### **E.3.2 Step 2 - Government Sampling**

### **E.3.2.1 Front End Process Inspection**

Following successful electronic delivery of documents to the official application file wrapper, the Contractor shall box and store documents according to the instructions contained in the Front End Processing Manual, Attachment 13, as provided in Section J. The USPTO will randomly inspect the scanned documents to ensure that they are accurately indexed and scanned. The Contractor must accomplish this requirement with 99.9% accuracy. The boxes of documents must be readily accessible for inspection and rescanning if required, until they are scheduled for destruction after one (1) year. The Contractor will be notified of any errors found on a weekly basis. The Contractor is required to correct any problems or deficiencies found with these documents within two (2) business days of receiving notification. The Contractor shall notify the USPTO electronically that the correction has been completed. The USPTO will provide a Quality Control (QC) Report monthly listing all errors found during the previous month.

The following are the types of errors an inspection will reveal when inspecting the box, these errors are Cause for Rejection of the package.

- Incorrect date – different in the official electronic file wrapper than on the original document
- Documents are erroneously combined (scanned together)
- Image quality that is less than the quality of the original
- Duplicate scans
- Document code is incorrect
- Document scanning into wrong application
- Document was indexed but not scanned
- Document was scanned but not indexed
- Incomplete scan (all pages not scanned)
- Document was scanned out-of-order
- Incorrect application number

### **E.3.2.2 Inspection of PG Pub and/or Grant Red Book (text file)**

The USPTO will inspect a sampling of each patent type in the PG Pub Red Book deliverable and/or the Grant Red Book Deliverable. Sample sizes will vary depending on the application type (i.e. Utility, Plant, Reissue, Design or Statutory Invention Registration (SIR)) and may be adjusted based upon weekly volumes and or error rates of previous deliverables. In addition to the inspection of Grant Red Book Deliverable the USPTO will also perform inspection of the Grant Yellow Book Deliverable for the following:

- Reexamination Certificates
- Supplemental Examination Certificates
- Board Certificates

The error criteria applied for each randomly sampled deliverable will be 10 errors per 100,000 characters.

For PG Pub the inspection will be grouped as follows: Utility and Plant publications with further breakdowns by Specifications, Claims and Abstracts. One or more of the following inspection categories may fail the stated error criteria: the Front Page, Specification, Claims, and Abstract.

For Patent Grants the inspection samples will be grouped as follows: Utilities, Reissues, and Statutory

Invention Registrations (SIRs) and within each group further broken down for inspection by Front Pages, Specifications, and Claims, meaning they could fail on their own merit if they exceed the allowable criteria. Designs, Plants, and Reexamination Certificates will not be broken down further for inspection.

The following are some examples of errors a Red Book inspection will reveal. These errors are cause for rejection of the deliverable. All criteria below is based on the PG Pub and Grant Data Entry manuals.

- Claims missing
- Claims numbered incorrectly
- Did not use latest complete specification (SPEC)
- Drawing not numbered correctly
- Incorrectly capturing Inventor Name(s)
- Incorrectly capturing Applicant Name(s)
- Incorrectly capturing Assignee Name(s)
- Missing or incorrectly captured Classification/CPC Data
- Missing data from the heading
- Missing tables
- Paragraphs numbered incorrectly
- Punctuation missing
- Scheme labels part of the text rather than part of the CWU.
- Incorrect use of Special Characters
- Symbols printed as numbers

The USPTO will provide the Contractor with the results of the inspection and acceptance or rejection of the deliverable within forty five (45) calendar days from the Publication or Issue date of the deliverable. The USPTO will provide feedback on errors identified during the PG Pub inspection to the Contractor. All corrections would be expected to be resolved by the time the application issues as a patent, if the application has not already issued as a patent. The USPTO may request Certificates of Correction for Contractor errors identified in the Grant inspection, and will impose liquidated damages as defined in Section F.2 Liquidated Damage Charges.

#### **E.3.2.3 Inspection of PG Pub and/or Grant Yellow Book (image file)**

Yellow Book deliverables will be inspected for accuracy and must be formatted in accordance with the USPTO Technical References listed in Section J.

The Yellow Book deliverable must be consistently composed in accordance with the USPTO Technical References listed in Section J and in accordance with generally accepted publishing guidelines. The Contractor must deliver 99.9% of applications without any formatting or style errors.

#### **E.3.2.4 Inspection of Reports and Data Files**

The USPTO will review reports and data files for accuracy and completeness. Reports and data files must be provided in accordance with the USPTO Technical References listed in Section J. If errors are identified, the Contractor shall reprocess and deliver a corrected report or data file within one (1) business day of USPTO notification of errors.

#### **E.3.2.5 Technical and/or Operational Status Meetings**

The USPTO will schedule regular and ad hoc technical and/or operational status meetings to address issues, provide status updates and to share feedback between the Contractor and USPTO.

#### **E.3.2.6 Invoice Evaluation**

The USPTO will thoroughly evaluate all invoices for accuracy and completeness prior to payment. If errors are identified, the USPTO will reject the invoice. Once the Contractor submits a corrected invoice, the USPTO will process the invoice in accordance with the Prompt Payment Act.

#### **E.3.2.7 All other products**

The USPTO will inspect all delivered products against the requirements of the contract and will provide written notice of any rejection upon the completion of the inspection.

### **E.4 PAYMENT PRIOR TO ACCEPTANCE**

If acceptance notification is not provided by the USPTO within the specified time periods provided in Subsection E.3.2, the deliverable will be deemed accepted for payment purposes only. Acceptance under this criterion will not relieve the Contractor of providing an acceptable deliverable in accordance with the requirements of Section C of the contract.

### **E.5 FAR 52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996) (Incorporated by reference)**

**SECTION F – DELIVERIES/PERFORMANCE**

**F.1 DELIVERY**

The Contractor shall make any physical deliveries to the locations designated in the specific manuals provided in Section J, F.O.B. destination at the prices shown in the CLINs in Section B. Deliveries are made to the USPTO between the hours of 8:30 a.m. and 4:30 p.m., local time, Monday through Friday, on USPTO businessdays.

Weekly Patent PostScript® files must be sent electronically, however, in the event the data connection is unavailable, the weekly Patent PostScript® file must be delivered in accordance with the production schedule, on CD/DVD to the USPTO Printing Contractor whose address will be provided after award.

**F.2 LIQUIDATED DAMAGE CHARGES**

The Contractor shall pay liquidated damage charges for the Issuance of a Certificate of Correction when all errors in the Certificate of Correction are identified as Contractor errors. For any Certificate of Correction that contains a Contractor error AND either an Office error or an applicant error, no liquidated damage charges will be made to the Contractor.

Liquidated damage charges apply even when the deliverable has met all other inspection criteria.

Liquidated damage charges allow the USPTO to recover the cost associated with issuance of a Certificate of Correction caused by a Contractor error. Refer to section C.7.1 for a full description of Certificates of Correction.

<u>Liquidated Damage</u>	<u>Charge</u>
Issuance of Certificate of Correction	
Contractor only Error	\$158/certificate

Examples of errors necessitating a Certificate of Correction consist of, but are not limited to, the following:

- Any errors caused by not using the most recent: specification, set of claims, set of drawings, or change of inventorship during the time that the Contractor was processing the application.
- Any error in which the inventorship is incorrectly captured.
- Any error caused by mixing/incorporating content from another application/patent.
- An application that contains numerous typographical errors that should have been caught in the microspell process.
- Omission of Foreign Priority Data on the patent front page (Item 30).
- Omission of PCT Data on the patent front page (item 86) or 371 (c) date.
- Omission of Related Application Data on the patent front page (items 60, 62, 63).
- Any error in which the applicant is incorrectly captured.
- An application that has a serious error based on the judgment of the USPTO or omission of content as supplied by USPTO.
- Any error in which application data present in the application documents available to the Contractor is not correctly captured in accordance with the technical references.

The USPTO will deduct applicable liquidated damages against approved Contractor invoices. If the USPTO extends the period of performance for the contract, these liquidated damage charges will be adjusted, via Contract Modification, by the percentage change in the General Pay Schedule for Civilian Workers for the Washington D.C. metropolitan area that is issued by the U.S. Office of Personnel Management and that is in effect at the beginning date of the new period of performance.



## **F.3 PRODUCTION SCHEDULES**

### **F.3.1 Production Schedule for Front-End Processing**

The Contractor shall deliver images and metadata according to the table below. Paper documents are to be retrieved each business day at designated locations throughout the USPTO in accordance with the Front End Processing Manual, Attachment 13, as provided in Section J. The FEP Delivery Schedule identifies specific timeframes from paper document retrieval to delivery of images to IFW. Whenever the Government requests expedited service, the Contractor shall deliver images and metadata as soon as possible.

All turn-around times indicated below are business hours or business days unless otherwise indicated. Currently the USPTO hours of operation are from 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding federal holidays in the District of Columbia.

#### **F.3.1.1 FEP Delivery Schedule (See Section C.4)**

<b>Document Type and/or Identification</b>	<b>Service Level</b>
New Applications	5-day
New Design Applications Identified as "rocket-docket"	8-hour
Follow-On Documents	5-day
Tech Center Documents	5-day
Central Fax Documents	5-day
Documents Identified as AF, DAC or Issue Fee	5-day
CRU Outgoing Documents	8-hour
Residual Applications	5-day

The Contractor shall maintain a Customer Support Team (CST) to resolve issues and respond to inquiries received by email from official electronic file wrapper users pertaining to missing documents, indexing problems and image quality of documents in the official electronic file wrapper. New issues received must be responded to within four (4) business hours and are required to be resolved within five (5) business days. If an issue cannot be resolved within this timeframe, the CST shall send a follow-up acknowledgement to the user.

## **F.4 GENERAL INFORMATION FOR PG PUB AND POST ALLOWANCE**

There are five (5) workdays each week, Monday through Friday. If the USPTO is closed for a Federal holiday or unplanned closure on a scheduled delivery day, the Contractor shall generally make timely alternate delivery arrangements with the USPTO prior to the holiday or promptly upon notice of closure. However, the Contractor shall deliver Patent Grants to the mailroom on the next workday following the holiday or closure.

The Production Schedule identifies specific delivery dates for required contract deliverables. All delivery dates are expressed in terms of Prior Workdays (PWD). PWD is defined by the number of workdays before publication Thursday or issue Tuesday. Publication Thursday and issue Tuesday are expressed as PWD one (1).

**Exhibit F.5-1****Production Schedule for PG Pub Processing**

<b>Prior Work Day</b>	<b>Day</b>	<b>Action</b>
46 - 44	Thursday-Monday	Contractor receives exports of application documents and patent data elements from the USPTO
13	Tuesday	Contractor delivers Preliminary Publication Build List to USPTO
11	Thursday (noon)	USPTO provides feedback to Contractor on the Preliminary Publication Build and identifies withdrawals
8	Tuesday	Contractor delivers PG Pub Yellow Book, PG Pub Red Book and other PG Pub final deliverables to USPTO
1	Thursday	Publication day

**Exhibit F.5-2****Production Schedule for the Grant Issue Build Processing**

<b>Prior Workday</b>	<b>Day</b>	<b>Action</b>
29	Thursday	The Contractor delivers the artifact folders containing plant patent color drawings to the USPTO
16	Tuesday	The Contractor delivers the Grant Weekly Issue Breakdown to the USPTO
16	Tuesday	The Contractor delivers the Grant Issue Build File (with Serial Number and Patent Number) to the USPTO
16	Tuesday	The Contractor delivers the Grant Patent Number Assignment Processing File (with Serial Number, Patent Number, Issue Date and Kind Code) to the USPTO
16-10	Tuesday - Monday	The USPTO provides the eOG additional content of the Official Gazette Notices
8	Friday	The Contractor provide Galley proof of eOG:P notices
5	Wednesday	The USPTO provides the Contractor with any corrections/revisions to the Galley proof of eOG:P notices

14	Thursday	The Contractor shall remove Patent data from all deliverables for applications withdrawn from issue after USPTO notification
14-13	Thursday-Friday	The Contractor delivers Patent Official Gazette (OG) Notice Galley pages for proofing/verification
13	Friday	The Contractor delivers cumulative lists for reissue and reexamination applications in .pdf format electronically to USPTO
13	Friday	The Contractor delivers the Patent PostScript® files each week for all patents in the weekly issue
7	Monday	The Contractor receives ledger grants
7	Monday	The Contractor delivers Grant Yellow Book to USPTO
7 – 2	Monday – Monday	The Contractor reviews and assembles grants
6	Tuesday	The Contractor delivers Grant Red Book to USPTO
6	Tuesday	The Contractor delivers Grant Extract for CPC to USPTO
3	Friday	The Contractor delivers the eOG:P and the OG Notices file to USPTO
1	Tuesday	The Contractor reports electronically to the USPTO any patent grants that are not delivered to the USPTO Mail Center on issue date
1	Tuesday	The Contractor delivers patent grants to the USPTO Mail Center
1	Tuesday	Issue Day

### Exhibit F.5-3

#### Production Schedule for Reexamination, Supplemental Examination and Board Certificates

Prior Workday	Day	Action
2	Daily	The Contractor delivers the Reexamination, Supplemental Exams and Board Certificate Daily Issue Breakdown to the USPTO

2	Daily	The Contractor delivers the Reexamination, Supplemental Exams and Board Certificate Daily Issue Build File (with Serial Number and Patent Number) to the USPTO
2	Daily	The Contractor delivers the Reexamination, Supplemental Exams and Board Certificate Patent Number Assignment Processing File (Application Number, Patent Number, Issue Date and Kind Code) to the USPTO
2	Daily, as needed	The Contractor delivers Reexamination, Supplemental Examination and Board Certificate .pdf Files for Printing to the USPTO
2	Daily, as needed	The Contractor delivers Grant Yellow Book (Patent Image File(s)) for Reexamination, Supplemental Examination and Board Certificates for daily issuance to the USPTO
1	Daily	Issue Day

#### Exhibit F.5-4

#### Production Schedule for Post Issuance / Certificates of Correction

Prior Workday	Day	Action
12-8	Monday - Friday	The USPTO delivers daily to the Contractor 1050s to be data captured and delivered
7	Monday	The Contractor delivers C of C Yellow Book to USPTO
7	Monday	The Contractor delivers C of C PDF files for printing to USPTO
7	Monday	The Contractor delivers C of C Weekly Issue List for the weekly issue to USPTO
3	Friday	The USPTO sends a report of errors found in the C of C weekly issue to Contractor
1	Tuesday	Issue Day

**F.6 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)** (Incorporated by reference)

**F.7 PLACE OF PERFORMANCE**

All work related to this contract shall be performed in the Continental United States at either the USPTO's campus in Alexandria Virginia, the Contractors' and subcontractors' facilities authorized in the USPTO granted ATO, and/or from USPTO approved telework locations. Work at any other location is prohibited unless authorization by the CO.

Any work authorized pursuant to this contract under a telework provision, for any reason, is subject to COR approval. In order to be eligible to telework, contractor and subcontractor employees must complete and sign a PDDM Alternate Worksite Agreement (See Attachment 44 in Section J) which includes acknowledgement that they have read and agree to the OCIO Rules of the Road (See Attachment 45 in Section J) and Alternate Worksite Safety Guidelines (See Attachment 46 in Section J). The Telework Agreement must be approved and signed by an individual delegated by the Contractor to serve as their Telework Approving Official and the COR.

The following additional requirements must also be met:

1. All authorized telework shall be conducted solely on USPTO authorized systems, devices, and baseline configurations over USPTO approved remote access systems and access technologies.
2. All authorized telework shall only access USPTO and/or Contractor networks and systems within the system boundary from the approved telework location set forth in the Telework Agreement.
3. All authorized telework shall only access USPTO and/or Contractor networks and system via VPN or other connection authorized by the USPTO granted ATO.
4. No data shall be transferred for ANY reasons to systems and or devices outside of the authorized secure system boundary of the USPTO granted ATO
5. Telework and telework access outside of the United States and legally authorized United States territories (e.g. Puerto Rico) WILL NOT be authorized for any reason. This shall be construed to include all means of telecommunications access to the ATO system and supporting infrastructure as well.
6. The telework location must be approved by the COR.
7. The Contractor shall be responsible for any costs/expenses associated in making its staff telework ready.
8. At no time shall any USPTO provided equipment be permitted outside of the United States and legally authorized United States territories (e.g. Puerto Rico).

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

(a) The COR will be designated by the CO to monitor all technical aspects and assist in administering the contract. COR responsibilities are typically to ensure that the Contractor performs the technical requirements of the contract; to perform, or cause to be performed, inspection necessary in connection with the contract concerning the aspects of the contract with his/her purview; to issue written interpretation of technical requirements of Government drawings, designs and specification; to monitor the Contractor’s performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property availability and provide for site entry of Contractor personnel, if required. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR. This letter will clarify to all parties of this contract the specific responsibilities of the COR.

(b) The COR will be determined at time of contract award. The COR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COR, will be promptly provided to the Contractor by the CO in writing.

COR: Amy Perkins

ADDRESS: U.S. Patent and Trademark Office  
600 Dulany Street  
Alexandria, VA 22313-1450

PHONE: 571-272-7275

Alternate COR: Arthur Banks

ADDRESS: U.S. Patent and Trademark Office  
600 Dulany Street  
Alexandria, VA 22313-1450

PHONE: 571-272-1038

CAR 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) Amy Perkins is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

RSQ 09A50 Phone Number: 571-272-1038

E-mail: Amy.Perkins@USPTO.GOV

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

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of Clause)

## **G.2 GOVERNMENT POINT OF CONTACT (POC)**

(a) The Contracting Officer (CO) may designate Government POCs to monitor all technical aspects and assist in administering the contract. POC typical responsibilities may include reviewing progress reports submitted by the contractor, tracking delivery, assisting in the evaluation of the contractor's proposal, processing receivers in the Momentum system, providing clarification of technical issues, and identifying any unusual circumstances or procedures.

(b) POCs will be determined at time of contract award. POCs may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor POC, will be promptly provided to the Contractor by the COR in writing.

## **G.3 CONTRACTING OFFICER (CO)**

All contract administration will be overseen by the CO. Communications pertaining to contract administration matters will be addressed to the CO. No changes in, or deviation from, the scope of work shall be effected without a Supplemental Agreement executed by the CO authorizing such changes.

### **Contract Administration Office**

(a) This contract will be administered by:

**CO:** Brian Carper  
**ADDRESS:** U.S. Patent and Trademark Office  
Office of Procurement  
600 Dulany Street  
P.O. Box 1450  
Alexandria, VA 22313-1450  
**PHONE:** 571-272-1665  
**EMAIL:** [Brian.Carper@uspto.gov](mailto:Brian.Carper@uspto.gov)

(b) Written communications to the CO shall reference the contract number and shall be emailed to the above address.

CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this

contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

#### **G.4 INVOICING**

PTO-37 USPTO INVOICES, VENDOR PORTAL (OCTOBER 2018)

##### **INVOICING AND PAYMENT INSTRUCTIONS**

- a) The Contractor shall submit their invoice using the USPTO Vendor Portal. Valid invoices must contain all of the information required in paragraph (b) below. Vendor Portal access information and training materials can be found at the following link: <https://www.uspto.gov/about-us/vendor-information>
- b) To constitute a proper invoice, the Contractor's invoice shall include:
  - 1) Name and address of the business concern
  - 2) Contractor DUNS number (or DUNS+4)
  - 3) Invoice date and invoice number
  - 4) Contract number [including order number and contract line item number (CLIN)]
  - 5) Task Order (or Delivery Order) Number and Title (as applicable)
  - 6) Taxpayer Identification Number (TIN) (if required)
  - 7) Period covered by the invoice
  - 8) Terms of any applicable discount(s)
  - 9) Shipping number and date of shipment (if applicable)
  - 10) Bill of lading number and weight of shipment (if applicable)
  - 11) Name, title, address, and phone number of the official to whom payment is to be sent
  - 12) Name, title, address, and phone number of person to notify in the event of a defective invoice
  - 13) Description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered.
  - 14) Electronic Funds Transfer (EFT) banking information
    - A. The Contractor must include EFT banking information on the invoice only if not registered with the System for Award Management.
    - B. If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g. FAR 52.232-38 or FAR 52.232-34), applicable contract clause (e.g. FAR 52.232-33) or applicable agency procedures.
    - C. EFT banking information is not required if the Government waived the requirement to pay by EFT.



15) For OCIO contracts, identify all applicable Project/Program/Activity (PPA) codes

- c) **The Contractor shall clearly mark its final invoice for payment as “Final Invoice for Payment.”** A final invoice represents the amount remaining to be paid by the USPTO to the Contractor for services rendered, which, once paid, will represent the final total cumulative value of the contract.
- d) The Government may reject any invoice that contains billing errors, improperly billed costs, or otherwise fails to comply with any invoice or other contractual requirement. If deliverables or services are rejected for failure to conform to contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the acceptance of replacement deliverables or services.

#### **INVOICING/PAYMENT FREQUENCY**

The Contractor shall submit invoices on a weekly or monthly basis for services rendered and deliverables furnished during the previous week or month, or otherwise as agreed upon.

(End of clause)

#### **G.5 INCREMENTAL FUNDING AND NOT-TO-EXCEED**

(a) The total estimated funds needed for the performance of this contract are not yet obligated. The total obligation of funds available at this time for performance of work is TBD. The Government shall not direct, nor shall the contractor be authorized or required to accept directions for, or perform work on such directions (or perform any other work on this contract) that exceed the stated funding limit.

(b) When funding is available, the Government may unilaterally increase the amount obligated through contract funding modification(s) until the full contract value has been obligated. If a contract funding modification is not in place by the time the performance of the work has reached the stated funding limit, the contractor must stop performing services and may not start again until the contractor is notified through a contract funding modification that funds are available to continue services and deliveries.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 INFORMATION TECHNOLOGY (IT) SECURITY IMPLEMENTATION

USPTO and Contractor information systems must meet federal and agency security requirements. Control and security of all USPTO data in the possession of the contractor and its subordinates (subordinates meaning subcontractors, consultants, employees, teammates, independent contractors, consultants, vendors, and/or any individual with access to the system or its data) under this contract is a primary responsibility of the Contractor at all times and under all circumstances. Contractor must assure the integrity of the USPTO data, take no action, or permit any action that will cause or give the perception of a breach of USPTO data integrity and or confidentiality. Contractor shall notify the CIO Command Center with a CC to the Contracting Officer within two hours of becoming aware of any problems or potential problems (risks/threats), including possible solutions or mitigation strategies, which may affect the availability, confidentiality, or integrity of the system and or USPTO data and must provide all information required in accordance with [https://us-cert.cisa.gov/sites/default/files/publications/Federal\\_Incident\\_Notification\\_Guidelines.pdf](https://us-cert.cisa.gov/sites/default/files/publications/Federal_Incident_Notification_Guidelines.pdf). All reporting obligations under this contract must be met and nothing in the provision of this notice removes the contractor obligations from providing notice under any other provision under this contract. This shall include theft, misappropriation, significant misuse, criminal activity, and or significant malfeasants by contractor staff and its subordinates (subordinates meaning subcontractors, teammates, independent contractors, and/or any individual with access to the system or its data) if such circumstance affects the performance of the work, safety of personnel performing the work and or the confidentiality, integrity, or availability of the GFD and or ATO system of the contract.

The USPTO has developed Security Assessment and Authorization processes to ensure the integrity, confidentiality and the availability of its data and information systems. NIST Special Publication (SP) 800-37 (Current) or superseding language and NIST SP 800-53 (current) or superseding language serve as baselines to inform of DHS understanding and implementation of all CA controls.

The Contractor's systems must have a valid Authority to Operate (ATO) (signed off by the USPTO co-AO(s) or designee) prior to deploying the product in production and processing live patent data. If the contractor proposes cloud based solutions, the Contractor's cloud services must be FedRAMP compliant and must have a valid Authority to Operate (ATO) (signed off by the USPTO AO, co-AO, or designee) prior to going into operation and processing USPTO information.

If the Contractor has an existing ATO previously approved by the USPTO at the moderate or high risk level for a current contract, the Contractor shall submit to the COR, within 15 days of award, an updated system authorization package and associated artifacts (e.g. System Security Plan (SSP), Risk Assessment Report (RAR), existing ATO letter (Authorization Decision Document), and current/active Plan of Action and Milestones (POA&Ms)) to reflect any changes in the system authorization boundary including, but not limited to, system components implemented and managed by subcontractors. The USPTO must review and approve the system authorization package to determine if significant changes to the system authorization boundary have occurred to warrant a re-assessment and re-authorization of the system before work on this contract can commence. If USPTO determines a new security assessment and authorization is required, the contractor shall ensure an independent 3<sup>rd</sup> party assessment of all applicable security and privacy controls outlined in NIST 800-53 (current version) and shall submit an updated system authorization package for an ATO decision.

The Contractor's system to include but not limited to facilities, application information systems, supporting infrastructure, and related as defined in the USPTO authorized contractor system boundary must have and maintain at all times a valid USPTO ATO for each system prior to going into operation, transporting, storing, and or processing USPTO information. The Contractor shall adhere to current Government policies, procedures and guidance for the Security Authorization process, including the Federal Information Security Management Act (FISMA), which requires initial and annual security assessments.

Contractor shall adhere to all current Government policies, procedures and guidance for the USPTO Security Authorization and Risk Management processes, including the Federal Information Security Management Act (FISMA), which requires

initial and annual security assessments to include the DHS CDM (Continuous Diagnostics and Mitigation) program related requirements.

The Contractor is hereby notified that USPTO is required under federal law and directed in OMB memorandum M-21-02 Appendix A “Additional CISA Responsibilities and Agency Implications”, and related, to participate in the CISA scanning of Internet Accessible Addresses and Systems of Federal civilian agencies to include systems operated by and on behalf of the agency. As such, and in support of USPTO’s internal monitoring and risk management programs, the contractor shall notify USPTO at least 30 days in advance of any planned changes, additions, and or discontinuances of:

- IP Addresses and or IP address ranges
- Internet Service Providers
- Internet domains
- Domain names of dynamically provisioned systems

USPTO will then file such amendments in domain, scope, and or address range(s) with DHS/CISA as required as part of the overall agencies publicly accessible Internet presence.

The contractor, teammates, subcontractors and/or independent contractors, are hereby notified that the USPTO Cyber Security program manages risk of IT operations and systems through the implementation of a Continuous Monitoring and Residual Risk quantification and identification program. Therefore, the contractor shall and must be fully vested in the success of this program through active participation in order to achieve and maintain the required ATO of their system(s).

This program involves:

- Formalized IT operational security monitoring and assessment activities including but not limited to FISMA, agency and DHS/CISA scanning, logical and physical operational assessments
- Active continuous monitoring and mitigation
- Announced and unannounced IT risk and mitigation effectiveness testing to include logical and physical penetration testing and site security evaluations;
- Active participation of USPTO federal and contractor Cybersecurity personnel as well as other critical partners with jurisdictional authority as necessary including Department of Commerce (DoC) Office of the Inspector General (OIG), Department of Homeland Security (DHS), Federal Bureau of Investigation (FBI), Federal Protective Services (FPS), local and state law enforcement, and related.

The contractor, teammates, subcontractors and/or independent contractors, shall permit, authorize, indemnify, hold harmless, and defend USPTO Cybersecurity personnel and support contractors in their authorized performance of activities when acting in the official capacity and within the scope of employment related to carrying out the USPTO Continuous Monitoring and Residual Risk quantification and identification program in support of the system ATO requirement. The performance of tasks related to that program to include but not limited to announced and unannounced (as determined by the USPTO CISO):

1. Onsite and remote application, infrastructure, and system vulnerability scanning
2. Onsite and remote application, infrastructure, and system compliance scanning
3. Onsite and remote physical and logical penetration testing
4. Onsite and remote capture of data and artifacts necessary to conduct, document, and support all aspects of the USPTO Information Security program inclusive.
5. Access to all logs and other application and system data produced by software (including but not limited to COTS, contract specific custom (“software first produced in the performance of this contract), GOTS, and or OSS) utilized in conjunction with or for the performance of this contract and/or the USPTO data is in transit, resides, is stored or is at rest.
6. Production of system documentation that 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.

- (a) General Security Requirements: Note that the contractor agrees that all of the items specifically listed in this section apply to both the Prime contractor and all teammates, subcontractors and/or independent contractors:
1. The Contractor shall ensure that the system and infrastructure meets current, security and privacy requirements defined by the USPTO, the Department of Commerce, and Federal laws, regulations, policies, directives, and Executive orders. Security and privacy requirements apply to individuals and organizations having contractual arrangements with the USPTO, including Prime Contractors, sub-contractors, and outsourcing partners.
  2. The Contractor shall provide system security in compliance with the Federal Information Security Management Act (FISMA) of 2014, National Institute of Standards and Technology (NIST) Special Publications 800-37 (current revision) and 800-53 (current revision), and OMB Circular A-130).
  3. The Contractor shall provide security to protect the confidentiality, integrity and availability of information and systems developed and maintained on behalf of the USPTO, commensurate with the risk and magnitude of harm resulting from unauthorized access, use, disclosure, disruption, modification or destruction.
  4. The contractor shall maintain all hardware, software, firmware, systems, components, and related at manufacturer, vendor, and or project (for GOTS, Open Source, and USPTO developed) current supported release and patch versions. No unsupported and or end-of-life hardware, software, firmware, systems, components, and or related will be permitted unless specifically authorized for a limited duration through the USPTO Cyber Security POA&M process.
  5. The Contractor shall update and maintain a complete System Assessment Package (SAP) for the system in accordance with guidance contained in NIST SP 800-37, Rev 1, or current version, as determined by USPTO, to include a complete and up to date System Security Plan (SSP). SSP updates will be made as material changes occur to the system operated and or maintained by the contractor with updates occurring no more than 7 calendar days from the time when changes are made to the system.
  6. The contractor shall maintain as a part of the SAP in the SSP the month and year of both end of support and end of life of all assets elements (hardware, software, firmware, systems, components, and related) necessary to maintain a valid ATO of the system.
  7. The Contractor shall incorporate and maintain all controls as prescribed by the USPTO Cyber Security division and described in NIST SP 800-53, Rev 4 or current revision, as determined by the USPTO. After contract award, USPTO will discuss with the Contractor all controls applicable and to be maintained for the system(s) which the contractor is responsible for, maintains, and/or operates on behalf of USPTO.
  8. The Contractor shall use the Cybersecurity Assessment Management (CSAM) tool, or equivalent as determined by the USPTO CISO, to manage POA&Ms and to store official security documentation for Department of Commerce and Office of Inspector General (OIG) review. The USPTO will provide the Contractor with a CSAM account.
  9. The Contractor shall ensure that after a system has been authorized, any change to the system must be assessed and documented in accordance with NIST SP 800-37 (current revision), or any superseding federal requirement when released.
  10. The Contractor shall ensure any new design package and or significant modification of the ATO system and or boundary includes an updated SAP, and the Contractor shall obtain ATO from the USPTO Cybersecurity Office prior to implementing material changes to the USPTO security infrastructure.
  11. The Contractor shall participate and respond to USPTO and OIG required/performed security audits within two business days subject to 3<sup>rd</sup> party contractor access who support such audits.
  12. The Contractor shall develop and maintain a Security Finding/Incident Report as part of the monthly PMR Report to document all security-related issues identified in the environment.
  13. The Contractor must obtain a 3<sup>rd</sup> party independent assessor official (3PAO), which must be approved by the USPTO CISO in advance of any assessment, to assist with the initial security assessment and thereafter annual assessments.
  14. The Contractor shall ensure an independent initial security assessment is conducted for all applicable Department of Commerce (DOC) security and privacy controls (as provided by USPTO). On an annual basis the contractor shall ensure an independent security re-assessment of at least 1/3 of the security controls selected

by USPTO for the re-assessment to ensure all NIST Special Publication (SP) 800-53 (current) controls are tested/assessed no less than every three (3) years.

15. The Contractor shall conduct proscribed continuous monitoring activities (see NIST SP 800-37 current) at a frequency determined by the government, which will be at least quarterly.
16. The Contractor shall report the results of all security assessments, security, and continuous monitoring artifacts to the USPTO Cybersecurity Authorization Contractor Group (CACG).
17. The Contractor shall adhere to and report compliance for any Cybersecurity Infrastructure Security Agency (CISA) issued Emergency Directives and/or Binding Operation Directives within the timelines required by CISA.
18. The Contractor shall provide information as required by any USPTO or DOC OCIO data calls subject to 3<sup>rd</sup> party contractor access who support such data calls.
19. The Contractor shall adhere to DOC's Vulnerability Disclosure Policy and publish necessary information banner(s) and links on the main website page for any contractor public-facing websites owned and/or operated on behalf of USPTO to allow the public to report any discovered vulnerabilities.
20. The Contractor shall take the USPTO Information Technology Security Awareness Training.

(b) Cloud Security Requirements

1. If Contractor proposes to use a cloud service during the performance of the contract then the contractor must obtain approval of both the Contracting Officer and USPTO CISO prior to acquiring the cloud service in performance of the contract.
2. Any cloud service used to perform services for this contract must be FedRAMP Authorized. [www.fedramp.gov](http://www.fedramp.gov) FedRAMP is FISMA compliance for the cloud. Both FedRAMP and FISMA use the NIST SP 800-53 security controls. The FedRAMP security controls are based on NIST SP 800-53 baselines and contain controls, parameters and guidance above the NIST baseline that address the unique elements of cloud computing.
3. If a cloud service is authorized to be acquired by the contractor and is dually approved by both the USPTO Contracting Officer and USPTO CISO, all required design and security related assessments must be conducted and favorably adjudicated before ANY government data can be placed in the cloud environment.
4. The contractor, in their contract with a cloud service provider, shall use the prescribed FedRAMP recommended contract clauses for special areas of concern:  
[https://www.fedramp.gov/assets/resources/documents/Agency\\_Control\\_Specific\\_Contract\\_Clauses.pdf](https://www.fedramp.gov/assets/resources/documents/Agency_Control_Specific_Contract_Clauses.pdf)
5. If the contractor intends to use either an external or internal cloud solution to store, process, or transmit the government data in performance of the contract, then the Contractor shall require and ensure that the cloud solution is authorized at the Federal Risk and Authorization Management Program (FedRAMP) moderate or higher baseline as required by the USPTO CISO.
6. If the contractor intends to build one or more software products in the cloud service to perform this contract, such products will undergo a security control assessment conducted by a FedRAMP recognized 3<sup>rd</sup> party assessment official (3PAO) prior to deployment and receive an USPTO ATO upon final adjudication. The outcome would be a 3PAO security control assessment report (SAR) and a risk assessment report (RAR) provided to the contractor and USPTO. This SAR and RAR would be the foundation for the USPTO risk acceptance and ATO for the products that process USPTO data.
7. The contractor shall ensure continuous monitoring of any acquired cloud services. The FedRAMP continuous monitoring program is based on the continuous monitoring process described in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-137, *Information Security Continuous Monitoring for Federal Information Systems and Organization*, and is governed by the *FedRAMP Continuous Monitoring Strategy Guide*.
8. For purposes of this clause, the "cloud solution" means a model for enabling ubiquitous, convenient, on demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms such as on demand self service, broad network access, resource pooling, rapid elasticity and measured service. It also includes commercial offerings for software as a service, infrastructure as a service and platform as a service.

9. For purposes of this clause, “government data” includes any information, document, media or machine readable material, regardless of physical form or characteristics that were created or obtained by the Government in the course of its official business.
10. Secure Communications (IA-7, SC-8(1), SC-9(1), SC-13, and SC-13(1): The Contractor shall ensure the Cloud Service Provider (CSP) uses only cryptographic mechanisms that comply with FIPS 140-2 Level 1 or higher. All CSP deliverables to the contractor shall be labeled Controlled Unclassified Information (CUI). External transmission/dissemination of CSP deliverables to or from the contractor’s computer must be encrypted. Certified encryption modules must be used in accordance with [FIPS PUB 140-2 (as amended), “Security requirements for Cryptographic Modules.”]
11. Non-Repudiation (AU-10(5)): The contractor shall ensure the Cloud Service Provider (CSP) provides a system that implements an approved FIPS 140-2 encryption solution that provides for origin authentication, data integrity, and signer non-repudiation.
12. Audit Record Retention (AU-11): The contractor shall ensure the Cloud Service Provider (CSP) supports a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22, including but not limited to capabilities such as those identified in:
  - § DoD STD-5015.2 V3, Electronic Records Management Software Applications Design Criteria Standard,
  - § NARA Bulletin 2011-03, December 22, 2010, Guidance concerning the use of e-mail archiving applications to store e-mail.
  - § NARA Bulletin 2010-05 September 08, 2010, Guidance on Managing Records in Cloud Computing Environments.

These provide requirements for maintaining records to retain functionality and integrity throughout the records’ full lifecycle including:

  - § Maintenance of links between records and metadata, and
  - § Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA approved retention schedules.

Record retention duration shall be defined following the review of records purpose and business needs.
13. Identification and Authentication Multi-Factor Authentication (IA-2 (1), (2), (3) and (08)): The contractor shall ensure the Cloud Service Provider (CSP) supports a secure, multi-factor method of remote authentication and authorization to identified contractor administrators that will allow contractor personnel the ability to perform management duties on the system. The contractor shall ensure the Cloud Service Provider (CSP) implements fully validated multi-factor authentication.
14. Identification and Authentication (Non Organizational Users): The contractor shall ensure the Cloud Service Provider (CSP) supports a secure, multi-factor method of remote authentication and authorization to identified contractor administrators that will allow contractor designated personnel the ability to perform management duties on the system.
15. Incident Reporting Timeframes (IR-6): The contractor shall ensure the Cloud Service Provider (CSP) reports all computer security incidents to the United States Computer Emergency Readiness Team (US-CERT) in accordance with US-CERT “Incident Categories and Reporting Timeframes” in, Appendix J, Table J-1 of NIST SP 800-61 (as amended), Any incident that involves compromised Personally Identifiable Information (PII) must be reported to US-CERT within 1 hour of detection regardless of the incident category reporting timeframe. For further information, NIST published SP 800-86 Guide to Integrating Forensic Techniques into Incident Response. NIST SP 800-86 defines in a much more precise and specific way the procedures, issues and technologies required to move an incident from the point of discovery all the way through to resolution. USPTO shall be notified by the contractor immediately if CSP related incident or suspected incident occurs.
16. Media Transport (MP-5(2) and (4)): The contractor shall ensure the Cloud Service Provider (CSP) shall not transport Federal agency information stored on digital and or non-digital media without specific pre-authorization by USPTO CISO. Where such authorization is granted, the contractor will ensure the CSP employs cryptographic mechanisms to protect the confidentiality and integrity of this information during authorized transport outside of controlled areas. Digital media including but not limited to digital media devices, portable storage devices (e.g., USB flash drives, external hard drives, SD cards, and related), storage

assemblies, hard drives, backup media (of any type or kind) and related containing Federal agency information, that is transported outside of controlled areas must be fully encrypted using a FIPS 140-2 approved algorithm and protected by a FIPS 140-2 level 3 or higher transport device, unless otherwise approved in writing by the USPTO CISO; Non-digital media containing Federal data is not authorized for use by the CSP without prior authorization of the USPTO CISO which will require detailed explanation of need and purpose for consideration of a risk waiver. Media, containing Federal agency information that is transported outside of controlled areas must ensure accountability. This can be accomplished through documented chain of custody. Federal agency data shall not be permitted to reside on non-CSP cloud platforms such as desktops, portable/ laptop computing devices, and or any other device and or media not directly related to the purpose of the cloud computing provisioned service(s). In all cases Federal agency data must be protected with NIST-approved FIPS 140-2 full data set or disk encryption software as specified.

17. Personnel Screening (PS-3):

The contractor shall ensure the Cloud Service Provider (CSP) provided support personnel are included in the contractor's aggregate employee Background Investigation process required by USPTO. Cloud Service Provider (CSP) provided support personnel shall be U.S. persons that obtain and maintain a Moderate Risk Background Investigation with a reinvestigation required during the 5th year.

18. Boundary Protection (SC-7(1)):

The contractor shall ensure the Cloud Service Provider (CSP) routes all external connections through a Trusted Internet Connection (TIC).

19. Protection of Information at Rest (SC-28): The contractor shall ensure the Cloud Service Provider (CSP) provides security mechanisms for handling data at rest and in transit in accordance with FIPS 140-2.

20. Security Alerts, Advisories, and Directives (SI-5): The contractor shall ensure the Cloud Service Provider (CSP) provides a list of their personnel, identified by name and role, with system administration, monitoring, and/or security responsibilities that are to receive security alerts, advisories, and directives. This list shall include anyone who has access to the physical and/or virtual computing environment.

(c) Asset Management.

1. The contractor is required to maintain a current Asset Inventory (as identified in number 5 and 6 below) at all times and shall provide upon request of the CO a copy of the current complete detailed inventory within 48 hours; additionally the contractor shall update and submit their SSP (System Security Plan) and Dynamic Operational Support Plan (DOSPP) with the current detailed Asset Inventory as devices are added, removed, and or replaced.
2. The Contractor shall coordinate with the USPTO, providing at least 48 hour notice to USPTO Cybersecurity Division and the COR, when it expects deliveries of hardware to any USPTO location, and/or contractor/sub-contractor facility covered by a USPTO ATO and shall obtain USPTO approval prior to the equipment being removed for any equipment including movement of equipment for upgrades, and migrations, and other routine tasks that removes equipment from within the authorized security boundary.
3. Contractor Equipment. The Contractor shall clearly mark their equipment with an "Owned by ..." sticker on each device, separately stored component, and or other materials for identification purposes.
4. Where Government Furnished Equipment (GFE) is to be utilized by the Contractor, and or any of their sub-contractors at any level, the contractor shall utilize USPTO asset tags as provided by the USPTO asset management team, develop and maintain a current inventory of the security infrastructure's components for which they are responsible.
5. When requested by the USPTO, the Contractor shall provide a complete detailed written Asset Inventory of all GFE and CFE delivered electronically to the USPTO COR within 48 hours Contractor and government assets in the contractors use or possession.
6. If the contractor's use of asset tags for contractor owned equipment within any USPTO location and or contractor/sub-contractor facility covered by USPTO ATO that includes USPTO equipment includes use of RFID, and or similar technology, they must coordinate with the USPTO asset management team to minimize potential conflicts and or interference.
7. The USPTO will provide a capability to read USPTO RFID and or other scanable asset tags if required by the contractor.

8. The Contractor shall monitor system and sparing capacity thresholds of contractor and USPTO assets and sparing capacity usage to ensure adequate inventory sparing levels to in order to fully comply with the Contractor's COOP Plan.
9. The Contractor shall follow the USPTO Media Protection policy and any additional instructions provided by the USPTOs designated CISO representative to ensure that USPTO data has been properly removed from any assets (devices, storage media, components, sub-assemblies, and or related collectively referred to as an asset from here on) which the Contractor is disposing.
  - a) As part of this process, the Contractor shall complete a USPTO Data Erasure Completion Report describing the steps taken to remove USPTO data from the assets (devices, storage media, components, sub-assemblies, and or related).
  - b) The USPTO may at its discretion inspect; verify that proper procedures were followed and the erasure completed; and sign off of the Data Erasure Completion Report.
  - c) The assets to be disposed of will be turned over to the appropriate USPTO operational team or designated entity by the USPTO CISO as directed by the USPTO Media Protection and Sanitization Policies. In no event shall the contractor dispose of assets (including but not limited to hardware, software, and or related material), with the exception of packaging materials, without written USPTO authorization.
10. If the Contractor is unable to comply with the provision in Section c) above, then the Contractor shall provide to the USPTO Cyber Security division, or other USPTO entity as designated by the USPTO CISO, any assets that have not been properly and completely purged or cleared per the guidelines above are to remain on-site and to be destroyed by the USPTO.
11. Data Erasure Certification report. The contractor shall provide a certification of erasure and or destruction report whenever storage media is erased and or destroyed. The contractor is required to maintain compliance with current USPTO data security and media sanitization policies.

## **H.2 EXERCISE OF OPTIONAL CLINS and TASKS CLAUSE**

The Government may unilaterally exercise the Optional CLINs and tasks at the rates specified in the contract. The Contracting Officer may exercise any Optional CLIN or task within 30 days of contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to do so at least sixty **(60) days** before the contract expires. The preliminary notice does not commit the Government to an extension of the contract. The authority in this clause may be invoked for any and all optional CLINs and tasks and iterations listed in the requirements documents and/or contract line items.

## **H.3 CONTRACT CLAUSES**

CAR 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)  
(Incorporated by reference)

CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)  
(Incorporated by reference)

CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)  
(Incorporated by reference)

CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)  
(Incorporated by reference)

CAR 1352.237-75 KEY PERSONNEL (APR 2010)

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

Program Manager: Steve Scheuber



Deputy Program Manager: Jeff Walker

IT Manager: Daniel Eaton

Cloud Solution Architect: Sherwin Wu

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

#### **H.4 DATA ACCESS, HANDLING AND RESTRICTIONS AGAINST REPRODUCTION AND DISCLOSURE OF INFORMATION, INCLUDE CONFIDENTIAL PATENT APPLICATIONS AND INFORMATION CONCERNING THE SAME (APRIL 2021)**

##### **Restrictions on Reproduction and Disclosure of Government Data**

The contractor agrees, during the performance of this contract, to keep the information and data, including any controlled unclassified information (CUI), furnished by the Government or acquired and/or developed by the contractor in performance of this contract in the strictest confidence. The contractor agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether the data is transmitted, in process or at rest. Title to any confidential information furnished, acquired and/or developed by the contractor under this contract does not vest in the contractor unless expressly provided under the contract. The contractor agrees not to use, redistribute, publish, divulge, reproduce or disclose, in whole or in part, including any interpretation thereof or data derivative, the information or data obtained, furnished, developed or acquired under this contract, whether in process, at rest or transmitted by the Contractor, nor authorize others to do so, except as specified by the contract.

All personnel under the contract with access to Government data under this contract must sign a Non-Disclosure Agreement (Attachment 47) to guarantee the protection and integrity of Government information and data. The contractor shall provide copies of the signed NDA to the COR within 72 hours of execution of the form.

The Contractor agrees to comply with the security requirements of this contract, including the personnel, data handling and information technology requirements, and to take reasonable measures to restrict access to such information while in the contractor's possession to those employees needing such information to perform the work described herein, i.e. on a "need to know" basis. At the CO discretion, any violation of security requirements under the contract may result in USPTO availing itself of any of the remedies available under the contract including contract termination. The Contractor is responsible for safeguarding all government data and property provided under the contract and implement the requirements under the media sanitization policy.

##### **Restrictions on Reproduction and Disclosure of Confidential Patent Applications and Information Concerning the Same**

In addition to government information and data furnished during the course of performance under this contract, the contractor will be provided access to the confidential patent application and information concerning the same. Confidential patent application and information concerning the same shall be kept in confidence pursuant to 35 U.S.C. §122. In addition to the restrictions on reproduction and disclosure of information identified above, the contractor must also comply with the following provisions.

For purposes of this contract, the “confidential patent application and information concerning the same” that must be kept in confidence pursuant to 35 U.S.C. §122 and associated USPTO regulations includes patent applications that are unpublished, abandoned, subject to a secrecy order, provisional applications, design patent applications, and/or patent applications subject to a nonpublication request by the applicant, and information concerning the same. The information concerning the same includes, without limitation, the patent application file, information concerning the filing, pendency or subject matter of an application for patent, including the existence or non-existence of the patent application and status information of the patent application, in any medium, and includes duplicate, copied and original patent applications and related data and information concerning the same. “Status information” includes (i) whether an application is pending, abandoned, or patented, (ii) whether the application has been published, (iii) the application’s numeric identifier (e.g. the patent application serial number); and (iv) whether another application claims the benefit of the application and if so, the status information and relationship of the other applications.

Prior to release of any information or data involving the confidential patent application or information concerning the same to another entity the contractor must notify the CO and obtain permission to release the information.

The Contractor shall not disclose any information contained in any confidential patent application or information concerning the same furnished by the Government or acquired and/or developed by the contractor in performance of the contract. The contractor shall not use, redistribute, publish, divulge, reproduce or disclose, in whole or in part, including any interpretation thereof or data derivative of any confidential patent application or information concerning the same obtained, developed and/or acquired in the performance of this contract, whether in transit, process or at rest, for any purposes not authorized under the contract, including research and development or other business purposes, unless permitted by contract or express permission in writing is obtained by the CO. Additionally, the Contractor agrees that without prior permission from the CO, it shall not:

- (i) Use such confidential patent application or information concerning the same for any private or business purpose
- (ii) Submit a patent application to the USPTO or any other entity that is based on such information
- (iii) Release confidential information unless such information has previously been released or otherwise made available to the public by the USPTO or the World Intellectual Property Organization.

Security and confidentiality requirements for information contained in a confidential patent application or information concerning the same maintained in a computer accessible medium are an extension of the security and confidentiality requirements for the hard copy or of confidential patent application folders containing such files. All processing, storage, or transmission of information contained in the confidential patent application and related data including the confidential patent file or information concerning the same by means of electronic communications systems is prohibited unless and until the use is approved by the USPTO.

Information contained in any confidential patent application file(s) or data is restricted to authorized contractor personnel on a need to know basis solely to perform the requirements under the contract. All contractor personnel having access to patent applications or data or information concerning the same must take the following affirmation, pursuant to the confidentiality obligations set forth in 35 U.S.C. §122, and sign with either with digital or wet signature prior to accessing any patent applications, data or information concerning the same:

“I acknowledge that I received indoctrination regarding the nature and protection of information that I have been provided conditional access, and I do swear and affirm that I will preserve, keep and

maintain the confidential patent application and related data in confidence pursuant to 35 U.S.C. §122. I understand my responsibilities for protecting such information that I may have access to in accordance with the terms of this contract. I will only use the confidential patent application and related data that I have been granted conditional access to only to perform tasks under this contract in accordance to the contract terms and for no other purpose. I will not divulge any patent application or related data to persons that do not have a need to know while employed in work under this contract or at any time thereafter, and that I take this obligation freely, and without mental reservation or purpose of evasion.”

The contractor is to provide a list to the COR of all personnel that signed the affirmation within 72 hours. The copies of the affirmations shall be retained in the Contractor’s files and are subject to inspection by authorized Government representatives or third party contractors supporting the Government representatives. Without advance notice, the Government shall have the right to inspect the Contractor’s premises, records, and work in process to ensure compliance with these provisions.

If any personnel performing under the contract no longer require ongoing or routine logical or physical access to confidential patent applications or information concerning the same the contractor must reduce or revoke access privileges to the information within 72 hours.

### **Notification Requirements**

The contractor must comply with all notification of potential or actual breach and/or incident provisions under this contract. In addition, if the contractor discovers or has reason to suspect confidential patent applications, related data or any part thereof have potentially or actually been publicly displayed on unapproved platforms or applications and/or accessed, viewed, provided to or obtained by persons or entities without need to know or not performing on the contract, the contractor must immediately notify the CO with a statement of the facts and circumstances known at the time within 72 hours of identification. Nothing in this provisions relieves the contractor from any other reporting requirements in this contract.

### **Credit Monitoring Requirements**

In the event that a CUI incident involves PII or SPII, the Contractor may be required to, as directed by the CO:

- Provide notification to affected individuals, and/or
- Provide credit monitoring services to individuals whose data was under the control of the contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning at the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, the credit monitoring services shall include:
  - (i) Triple bureau credit monitoring
  - (ii) Daily customer service
  - (iii) Alerts provided to the individual for changes and fraud and
  - (iv) Assistance to the individual with enrollment in the services and use of fraud alerts, and/or
- Establish a dedicated call center. Call center services shall include:
  - (i) A dedicated telephone number to contact customer service within a fixed period;
  - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores

- (iii) Weekly reports on call center volume, issue escalation (i.e those calls that cannot be handled by the call center staff and must be resolved by call center management or USPTO, as appropriate, and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or USPTO, as appropriate,
- (v) Customized FAQ's, approved in writing by the CO
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

The contractor must insert this clause in all subcontracts and require subcontractors, teammates, and independent contractors to include the clause in all lower tiered contractors.

#### **H.5 PTO-06 PROHIBITION ON CONTRACTOR ENDORSEMENTS (APR 2017)**

The Contractor shall not refer to this or any other contract between itself and the USPTO in advertisements, press releases, or other forms of endorsement in such a manner that states or implies the Federal Government sanctions, prefers, or considers the products and/or services provided by the Contractor superior to those of other vendors without the express written consent of the Contracting Officer.

Forms of endorsement containing such statements or implications shall be submitted to the Contracting Officer for preliminary review prior to any publication in order to ensure compliance with this clause. Upon receipt the Contracting Officer will relay the request to the Office of the Chief Communications Officer for final USPTO approval. Dissemination as described above will only be permitted with the express written consent of both the Contracting Officer and the Office of the Chief Communication Officer.

(End of Clause)

#### **H.6 PTO-08 PHYSICAL ACCESS TO GOVERNMENT FACILITIES (FEB 2017)**

During the life of this contract, the right of ingress and egress to and from the Government facility for Contractor personnel shall be made available only when and to the extent necessary to carry out contract requirements. The Government reserves the right to require Contractor personnel to sign in upon ingress, or sign out upon egress, to and from the Government facility. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operations of the facility. The Contractor is required to immediately notify the COR upon temporary or permanent termination of Contractor personnel with Government facility access when such access is no longer required. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility.

(End of Clause)

#### **H.7 PTO-10 USPTO AGENCY LEVEL PROTESTS (FEB 2017)**

##### **PURPOSE**

- a) This contract is subject to the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

##### **PROCEDURES**

- a) An agency protest is one that may be filed with either the Contracting Officer (CO) or the protest decision authority (Director of Procurement) but not both. For protests filed directly with the CO, follow the procedures

in FAR 33.103(d). 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 CO apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) 33.102 and 33.103.

- b) 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.
- c) Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to

Director of Procurement  
U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

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

Office of the General Counsel  
General Law Office  
U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
(FAX Number 571-273-0099)

- d) 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.
  - a. 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 calendar days after contract award or 5 calendar 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 calendar days after the basis of the protest is known or should have been known, whichever is earlier.
  - b. 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 calendar day. Incomplete submissions will not be considered filed until all information is provided.
  - c. 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 CO

- 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 calendar days after the protest is filed, the CO 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 calendar day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 calendar 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.

- e) 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:
  - a. The supplies or services are urgently required,
  - b. Delivery or performance would be unduly delayed by failure to make the award promptly, or
  - c. A prompt award will be in the best interest of the Government.

When a protest is filed within 10 calendar days after contract award or 5 calendar 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 CO 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:

- a. Contract performance would be in the best interest of the United States, or
- b. Urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

## REMEDIES

- a) The protest decision authority may grant one or more of the following remedies:
  - a. Terminate the contract,

- b. Re -compete the requirement,
- c. Issue a new solicitation,
- d. Award a contract consistent with statutes and regulations,
- e. Amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- f. Amend the solicitation provisions which gave rise to the protest and continue with the procurement, or
- g. Such other remedies as the decision-maker may determine are necessary to correct a defect.

## **H.8 PTO-12 SECURITY PROCESSING REQUIREMENTS – HIGH OR MODERATE RISK CONTRACTS (OCT 2014)**

In accordance with CAR 1352.237-70, Security Processing Requirements—High or Moderate Risk Contracts (APR 2010)

(a) Investigative Requirements for High and Moderate Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce or USPTO owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce or USPTO IT system. All Department of Commerce or USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing, as noted below.

(1) Investigative requirements for Non-IT Service Contracts are:

- (i) High Risk—Background Investigation (BI).
- (ii) Moderate Risk—Moderate Background Investigation (MBI).

(2) Investigative requirements for IT Service Contracts are:

- (i) High Risk IT—Background Investigation (BI).
- (ii) Moderate Risk IT—minimum Background Investigation (mBI). Should the COR believe a more stringent background investigation is warranted based on the duties and functions of the contract, a BI may be requested.
- (iii) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes an Immigration and Customs Enforcement agency check. To that end, contractors are required to use E-Verify (FAR 22.18) and shall provide proof of their enrollment in accordance with clause 52.222-54, Employment Eligibility Verification.

b) High Risk Non-IT Service Contracts US Citizen Contractor Employee Requirements. Every effort shall be made to employ U.S. Citizens for positions that may require access to USPTO sensitive information. In rare circumstances, if U.S. Citizens are not readily available and a valid rationale for urgent and compelling reasons exists for highly specialized skills or expertise to support performance under this contract, a waiver may be requested to the USPTO Security Director. The USPTO Security Director has the discretion to approve or disapprove waivers. If a waiver is granted, the additional requirements for foreign nationals notated in paragraph (c) contained herein must be satisfied.

(c) IT Service Contracts Additional Requirements for Foreign Nationals (Non-U.S. Citizens). To be employed under this

contract within the United States, non-U.S. citizens must have:

- (1) Official legal status in the United States; and
- (2) Continuously resided in the United States for the last two years.

(d) Security Processing Requirement. Processing requirements for High and Moderate Risk Contracts are as follows:

- (1) The background investigation processing is conducted through the Office of Personnel Management e-QIP, a secure website designed to house all personnel investigative forms. The contractor must complete and submit the required forms in coordination with the Contracting Officer's Representative (COR)/Sponsor and the USPTO Office of Safety and Security.

(i) The forms to be completed include, but are not limited to the following:

- Standard Form 85P (SF-85P), Questionnaire for Public Trust Positions; and
- Optional Form 306 (OF-306), Declaration for Federal Employment

(ii) FD-258, Fingerprint Chart with OPM's designation in the ORI Block; and

(iii) Credit Release Authorization (if required).

(2) The Sponsor will ensure that these forms have been properly completed, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer in the USPTO Office of Security and Safety.

(3) Upon completion of security processing, the Office of Security, through the servicing Security Officer and the Sponsor, will notify the contractor in writing of an individual's ineligibility to be provided access to a Department of Commerce or USPTO facility or Department of Commerce or USPTO IT system.

(4) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the Sponsor must request an Immigration and Customs Enforcement agency check. It is the option of the Department's Office of Security or the USPTO's Office of Security and Safety to repeat the security processing on any contract employee at its discretion.

(e) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The Sponsor, in coordination with the Contracting Officer, will immediately remove the contract employee from duties requiring access to Departmental or USPTO facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

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



(f) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce or USPTO facilities or denial of access to IT systems.

(g) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(h) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

#### **H.9 PTO-16 CONTRACTOR NOTIFICATION REQUIREMENT (MAR 2010)**

The Contractor is required to notify the Contract Officer's Representative (COR) within one business day upon temporary or permanent termination of a Contractor employee, when that Contractor employee has USPTO system access rights, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

(End of Clause)

#### **H. 10 PTO-17 CONTRACTOR FOIA REQUIREMENT (FEB 2016)**

Within fourteen (14) calendar days of receiving the contract award, the contractor shall, at no additional expense to the government, submit an electronic copy of the resultant contract with any proposed redactions deemed necessary by the contractor or required by law, along with the basis for such redactions, to be forward to the USPTO FOIA Officer within the Office of General Counsel.

(End of Clause)

#### **H. 11 PTO -24 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES**

In accordance with CAR 1352.239-72 Security Requirements for Information Technology Resources (APR 2010)

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

(b) Definitions. For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in the Computer Security Act of 1987 (Pub. L. 100-235), including the following definition of the term:

(1) Sensitive information is " \* \* \* any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

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

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

(iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national

security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

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

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

(d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (see DOC, Office of the Chief Information Officer Web site), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter: Attachment 38 – IT Security Requirements

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

(f) Within 5 business days after contract award, the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in USPTO Security policies, procedures, computer ethics, and best practices. Contractor shall provide a certification to the COR that its employees have taken the USPTO's annual IT Security Refresher Training.

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

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

(i) Reserve

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

(End of Clause)

## **H. 12 PTO-30 RELEASE OF RESIDUAL FUNDS (<\$100) (APR 2016)**

Upon completion of the contract period of performance and receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above-referenced contract have been satisfied. If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above-referenced contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

(End of Clause)

#### **H. 13 PTO-31 RELEASE OF RESIDUAL FUNDS (>\$100) (APR 2016)**

If funds greater than \$100 remain on this contract after completion of the contract period of performance and receipt and payment of the final invoice, the government will deobligate the remaining funds as follows:

For firm-fixed price (FFP) awards, or awards containing FFP CLINs:

The government will issue a bilateral modification to authorize release of those funds. The Contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The government shall not be held liable for the payment of any further invoices submitted under this contract. The Contractor will have up to 30 calendar days after issuance of the modification to sign the modification and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds, and releases the government from any future liability stemming from or related to this contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

(End of Clause)

#### **H.14 PTO-32 USPTO GREEN SUPPLIES AND SERVICES CONTRACTING (FEB 2017)**

The USPTO is committed to procuring environmentally friendly and energy efficient products and services meeting requirement performance and quality standards and at a reasonable price, as set forth under FAR Part 23.7 and the Commerce Acquisition Manual (CAM) 1323.70. To the maximum extent practicable, or unless otherwise required by product or service specifications, the contractor shall adhere to the USPTO "Green Requirements" which includes but is not limited to the following:

- a) Recycled Content and Hard-copies
  - (1) Maximize the delivery and/or use of non-paper office products and supplies when practicable
  - (2) General-purpose office paper or packaging products delivered under contract is made of post-consumer material
  - (3) General-purpose ink and/or toner cartridge products include environmentally sound take-back and recycling options
  - (4) When hard-copy paper deliverables are required, convey double-sided.
- b) Green Meetings, Conferences and Events
  - (1) Teleconference or conduct virtual meetings whenever possible
  - (2) Maximize electronic distribution of meeting materials
  - (3) Maximize the use of recycled, disposable and biodegradable products.
- c) Energy Consumables
  - (1) Information Technology (IT) products, electronic devices and other energy consumable office equipment delivered under the contract conforms to the energy efficiency standards of programs such as ENERGY STAR®, Federal Energy Management Program (FEMP) and Electronic Product Environmental Assessment Tool (EPEAT), or uses minimal standby power
  - (2) Use practical water conservation practices or techniques whenever water consumption is used to perform a

service

- d) Bio-based, Non-hazardous, Non-Toxic and Less Toxic Materials
  - (1) Consider the use of bio-based cleaning products in the performance of janitorial services, facilities/operations management or any other service performance where bio-based materials are appropriate
  - (2) Use non-hazardous or bio-based chemicals and processes in the performance of equipment maintenance
  - (3) Consider the use of non-toxic and less toxic alternatives under the performance of this contract

(End of Clause)

#### **H.15 PTO-33 USPTO PERSONAL IDENTITY VERIFICATION CARD REQUIREMENTS FOR CONTRACTORS (NOV 2017)**

The USPTO is committed to maintaining secure access to its information technology (IT) systems through the use of Personal Identity Verification (PIV) Cards as set forth in Homeland Security Presidential Directive 12 (HSPD-12) and Department of Commerce Federal Information Processing Standards and Special Publications. Contractors with an expected service period of 180 day or more, requiring access to PTONet, and who require access to PTO facilities or use PTO equipment, will be required to obtain PIV cards. Within three (3) business days of the beginning of the period of performance, Contractors requiring a PIV shall provide the following information to the Contracting Officer's Representative (COR):

- (1) Display Name [Last Name, First Name (Name of Employer)]
- (2) First Name (Note\* this must be spelled identically to how it was provided in their security information)
- (3) Last Name (Note\* this must be spelled identically to how it was provided in their security information)
- (4) Suffix
- (5) Date of Birth
- (6) USPTO Email Address
- (7) Employee Affiliation
- (8) Log-On-ID
- (9) Citizenship Code
- (10) Employee ID

The Contractor shall provide any additional information, as requested by the COR, determined to be necessary for issuance of a PIV Card.

(End of Clause)

#### **H.16 RECORDS MANAGEMENT OBLIGATIONS**

##### ***A. Applicability***

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

##### ***B. Definitions***

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes United States Patent and Trademark Office (USPTO) records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their USPTO contract.
4. may include deliverables and documentation associated with deliverables.

### *C. Requirements*

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a) and Executive Order 13556, Controlled Unclassified Information (CUI). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. USPTO and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of USPTO or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to USPTO and USPTO must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records, and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records, and/or equipment is no longer required, it shall be returned to USPTO control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material, and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and USPTO guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with USPTO policy.

8. The Contractor shall not create or maintain any records containing any non-public USPTO information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The USPTO owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which USPTO shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take USPTO-provided records management training. The Contractor is responsible for confirming training has been completed according to USPTO policies, including initial training and any annual or refresher training.

#### *D. Flowdown of requirements to subcontractors*

1. The Contractor shall incorporate the substance of this clause, its terms, and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

#### **H.17 LICENSE AND REVIEW**

35 U.S.C. §181 requires the USPTO to refer any application which it deems the publication of which may be detrimental to national security to an appropriate defense agency for review. If that defense agency makes a positive determination that publication (or export in the form of or which may take the form of a patent application) would be detrimental to national security, that agency would recommend that the application be subject to a secrecy order. If a secrecy order is issued on an application, separate letters to each inventor and the attorney or agent of record will be mailed notifying them of such.

During the course of this contract, USPTO and the contractor, teammates and/or subcontractors performing under this contract may need to engage regarding patent applications in the L&R process.

Prior to engaging with patent applications the L&R process, the contractor must complete, sign and submit Attachment 47, PDDM Non-Disclosure Agreement, to the COR.

If the engagement is necessary, then the contractor and all subcontractors shall ensure:

- a) That all communications related to L&R only occur over the dedicated USPTO connection, utilizing only GFE, authenticated via PIV credential, and utilizing the approved USPTO messaging platform for such communications.
- b) The contractor must have at least 2 personnel on staff with a Secret security clearance and any data center or cloud service provider identified under the contract must also have at least 2 personnel on staff with a Secret level as determined by the government. At least 1 of the 2 personnel must be from the senior security operations staff members. These personnel are necessary to purge such L&R material as may be required and/or identified.
- c) Personnel performing on this contract with national security clearances may be required to purge the L&R material. To accomplish this the personnel with national security clearances must have sufficient system access to be able to purge the L&R material from the entirety of the system. One clearance holder will be necessary to effectuate the purge. A second different clearance holder that is from the senior security operations staff must validate that the purge was completed and identify whether the purge was successful or unsuccessful. Any Secret level clearance holders must comply with the national security requirements identified when the clearance is granted. Nothing under this contract alters the obligations and requirements of the security clearance holders.

- d) That upon the successful and/or unsuccessful completion of such purge that the contractor personnel involved must submit an official report with details as determined by the L&R team as to the status and method of such purge.
- e) The Government may validate the results of data purges at the time it is conducted and or any time thereafter for completeness.
- f) The Government may require the destruction of physical storage media containing unsuccessfully purged L&R/Secrecy Order materials where such material cannot be sufficiently removed commensurate with the requirements of the USPTO Media Protection policy for physical and or electronic storage media.

The following personnel types are suggested for this national security clearance process  
Contractor / site CISO or equivalent

At least one senior security operations staff members with the ability (technical and access credential related) to properly validate data purge across all such system types as required. (Storage, Database, servers, workstations, cache, etc.)

At least one senior technical system administrators with the ability (technical and access credential related) to log in to and purge data across all such system types as required. (Storage, Database, servers, workstations, cache, etc.)

U.S. Government representatives may come on site at any time as deemed necessary by the government to audit, and forensically verify, that such purges have been conducted as prescribed and required and/or to oversee another purge if the first purge proved unsuccessful. This would include but not be limited to:

USPTO L&R supervisors;

USPTO Cyber Security;

US Department of Commerce OIG;

Authorized representatives of the classification and or secrecy order originating authorities; and

Any third party including support contractors deemed necessary at the discretion of the above.

## **H.18 UTILIZATION OF CLOUD SOLUTIONS**

If Contractor proposes to use a cloud solution, then the contractor must obtain approval from the Contracting Officer (CO) prior to utilizing the cloud solution in performance of the contract.

If the contractor intends to use either an external or internal cloud solution to store, process, or transmit the government data in performance of the contract, then the Contractor shall require and ensure that the cloud solution is authorized at the Federal Risk and Authorization Management Program (FedRAMP) moderate baseline.

The cloud solution service provider must comply with the security provisions identified in H.1

The FedRAMP moderate baseline must be obtained prior to the storing or processing of government data.

Government data should be available and be portable to another system. USPTO retains ownership in any government data in the cloud and also reserves the right to access, modify or migrate the government data in the cloud.

For purposes of this clause, the “cloud solution” means a model for enabling ubiquitous, convenient, on demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms such as on demand self-service, broad network access, resource pooling, rapid elasticity and measured service. It also includes commercial offerings for software as a service, infrastructure as a service and platform as a service.

For purposes of this clause, “government data” includes any information, document, media or machine readable material, regardless of physical form or characteristics that were created or obtained by the Government in the course of its official

business.

## **H. 19 SAFEGUARDING CONTROLLED UNCLASSIFIED INFORMATION (CUI)**

CUI is defined as “information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information.” The contractor must comply with Executive Order 13556, Controlled Unclassified Information, (Implemented at 32 CFR, part 2002) when handling CUI. 32 CFR 2002.4(aa) as implemented the term “*handling*” refers to “...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information.” 81 Fed. Reg. 63323. All unclassified information that is to be protected from disclosure that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

Marked appropriately in accordance with NARA CUI Marking Handbook (current version)

Implementation of USPTO approved system warning banner on all systems processing or storing CUI

Disclosed to authorized personnel on a “Need-To-Know” basis;

Protected in accordance with NIST SP 800-53, Rev. 4, *Security and Privacy Controls for Federal Information Systems and Organizations*, applicable baseline if handled by a contractor system operated on behalf of the agency, or NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations*, if handled by internal contractor system;

Reported when any CUI data leak, breach, or intrusion by unauthorized parties is suspected i

Returned to USPTO control, dispose of when no longer needed, or held until otherwise directed. Destruction, disposal, and sanitization of all data, information and media shall be accomplished in compliance with the USPTO Media Sanitization policy.

## **H. 20 ON-SITE CYBERSECURITY REPRESENTATIVE**

Without advance notice, Government representatives may be placed within any Contractor or subcontractor’s premises for a limited length of time or throughout the term of the contract. This team may include up to six Government representatives, and they may remain on the Contractor’s or Subcontractors’ premises for an undetermined time throughout the term of the contract for the purposes of conducting announced and or unannounced Cyber and Technical Security assessments. During this time, the office space referenced in Section E.1 shall be available to the on-site cybersecurity representatives(s).

In the event that the USPTO Cybersecurity representative and or team to be on-site at the Contractor/sub-contractors location, premises, facility, and or related as pertains to the secured system and or environment require equipment to be shipped in advance and or used by the contractor on behalf of the Cybersecurity team.

USPTO’s Cybersecurity Division will notify the contractor in advance of such shipments to include any pertinent shipper or carrier tracking information and expected arrival dates.

USPTO’s Cybersecurity Division will make all necessary arrangements to ship to and from the contractor such equipment and or packages as are necessary to support the Cybersecurity program at the contractors/sub-contractors location and or facilities.

The contractor shall receive such shipments via USPTO approved shipper or carrier.

The contractor shall notify the USPTO designated Point of Contact (PoC) of receipt or failure to arrive as expected the USPTO Cybersecurity shipment and assist as necessary in the investigation of any shipping issues.

Store such equipment securely within the USPTO authorized security perimeter or other location as authorized by the USPTO Cybersecurity team federal representative.

The contractor, their sub-contractors, employees, and or any other individual or entity acting on their behalf are authorized to open and or tamper with such shipment unless specifically authorized by the USPTO CISO and or their designated



representative.

The Government representative(s):

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

- 1) in the case where the Government representative(s) are members of the USPTO Cyber Security team and or their appointed designees they will additionally be authorized to conduct full scope system and site assessments as well as active residual risk evaluations at any and all locations where Government data is collected, stored, processed, transformed, leveraged, and or transported/passed-through in any form including but not limited to physical and or virtual whether encrypted or non-encrypted.

The CO 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.

The contractor shall permit, authorize, indemnify, hold harmless, and defend USPTO Cyber Security personnel when acting in the official capacity and within the scope of employment as part of the USPTO Cyber Security program of Continuous Monitoring and Residual Risk quantification and identification to perform tasks related to that program to include but not limited to announced and unannounced (as determined by the USPTO CISO):

- 1) Onsite and remote application, infrastructure, and system vulnerability scanning
- 2) Onsite and remote application, infrastructure, and system compliance scanning
- 3) Onsite and remote physical and logical penetration testing
- 4) Onsite and remote capture of data and artifacts necessary to conduct, document, and support all aspects of the USPTO Information Security program inclusive.
- 5) Access to all logs and other application and system data produced by software (including but not limited to COTS, contract specific custom ("software first produced in the performance of this contract), GOTS, and or OSS) utilized in conjunction with or for the performance of this contract and/or the USPTO data is in transit, resides, is stored or is at rest.

## **H. 21 SECURE CONFIGURATION BASELINE COMPLIANCE REQUIREMENTS**

The contractor shall ensure that the information system is fully functional and operates correctly as intended throughout its life. The contractor shall meet, enforce, and support compliance with all Federal, DOC and USPTO requirements for configuration management by implementing secure configurations and settings for hardware and software using the USPTO approved security configuration benchmark (e.g. Security Technical Implementation Guidelines).

The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the USPTO approved security configuration benchmark. Ensure that any planned deviation from secure configurations and settings from the USPTO approved security configuration benchmark have approval from the USPTO CISO, or selected designee, before implementation; The contractor shall ensure that procedures for configuration management are developed, documented, implemented, and maintained.

Further, the Contractor shall perform and document the actions taken when an employee terminates work under this contract within 5 calendar days (or as otherwise specified by the Program Office) of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

## **H. 22 MEDIA TRANSPORT**

The contractor shall be accountable and document all activities associated with the transport of government information, devices, and media transported outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, hard copy, etc.), and mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards).

All information, devices and media must be encrypted with USPTO-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

## **H. 23 SITE SELECTION RESTRICTIONS AND SPECIFICATIONS FOR FACILITIES HOUSING DATA CENTERS**

If the a contractor site is located within 20Km of a known FEMA Special Flood Hazard Area (SFHA) designated with a risk of flooding greater than FEMA Zone C or Zone X or equivalent or where the elevation is equal to or lower than the 0.2-percent-annual-chance flood, the contractor shall suitably address such risks in a Threat, Vulnerability, and Risk Assessment Report and deliver this report to USPTO upon award.

If a contractor site is located within 25Km of a major coastal area including that of major rivers and or lakes such as the Mississippi River and Great Lakes, The contractor shall suitably address such risks in a Threat, Vulnerability, and Risk Assessment Report and deliver this report to USPTO upon award.

## **H. 24 USPTO DATA RIGHTS AND ACCESS TO CONTRACTOR'S TECHNICAL FILE**

In addition to the unlimited rights identified in 52.227-14(b)(1), the Government shall also have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer program developed or previously developed and implemented by the contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data (including but not limited to that necessary to produce, install, and maintain as well as data produced from said software during the performance of this contract) of all software first produced in the performance of this contract. Additionally this encompasses all logs and other application data produced by software first produced in performance in the contract including, but not limited to portions of the COTS plus contract specific custom software developed under the contract. This also includes GOTS, and or OSS utilized in conjunction with or for the performance of this contract. It also includes production of system documentation developed under the contract or that is already covered by unlimited rights that 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. For the purpose of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

In addition to the unlimited rights identified above, the Government requires limited rights to the technical file and background materials pursuant to 52.227-14 Alt III. In addition the limited rights data identified in 52.227-14, 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 of system documentation that shall include copies of pertinent documents not developed under the contract, 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. The Government requires, and the Contractor agrees to provide throughout the life of the contract, access to and or a copy of

this technical file in a commercially reasonable time frame when requested by the CO. The Government and its support contractors may use any limited rights data including the technical file, background materials and production materials for government purposes including contract oversight and USPTO's cybersecurity activities under the contract on any contractor systems in which USPTO data is stored, processed in transit or at rest.

In addition to the rights above, any restricted rights software may need to be produced under 52.227-14 Alternate III. In addition to restricted rights software included under restricted rights in 52.227-14, the government may request: all logs and other application data produced by software (including, but not limited to COTS, contract specific custom, GOTS, and or OSS) utilized in conjunction with or for the performance of this contract. The CO may require this software be delivered upon request.

The Government reserves the rights to use the restricted rights software and the limited rights data above also for USPTO's cybersecurity activities under the contract on any contractor systems in which USPTO data is stored, processed in transit or at rest. The information may also be released to additional Government representatives, including personnel from USPTO, DOC, DOC OIG, and any other government entity. Government support contractors involved in supporting the cybersecurity activities may have access to the information.

## **SECTION I – CONTRACT CLAUSES**

FAR 52.202-1 DEFINITIONS (JUN 2020)  
(Incorporated by reference)

FAR 52.203-3 GRATUITIES (APR 1984)  
(Incorporated by reference)

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)  
(Incorporated by reference)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)  
(Incorporated by reference)

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)  
(Incorporated by reference)

FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
(Incorporated by reference)

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
(Incorporated by reference)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)  
(Incorporated by reference)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)  
(Incorporated by reference)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)  
(Incorporated by reference)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)  
(Incorporated by reference)

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)  
(Incorporated by reference)

FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)  
(Incorporated by reference)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)  
(Incorporated by reference)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)  
(Incorporated by reference)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)  
(Incorporated by reference)

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)  
(Incorporated by reference)

FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)  
(Incorporated by reference)

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)  
(Incorporated by reference)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)  
(Incorporated by reference)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)  
(Incorporated by reference)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)  
(Incorporated by reference)

FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(Incorporated by reference)

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(Incorporated by reference)

FAR 52.210-1 MARKET RESEARCH (JUN 2020)

(Incorporated by reference)

FAR 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages per the terms described in Section F.2.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020)

(Incorporated by reference)

FAR 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)

(Incorporated by reference)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020) *ALTERNATE IV (OCT 2010)*

(Incorporated by Reference)

Text of basic provision is replaced with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

- Include, at a minimum, appropriate data on the prices at which the same item or similar services have previously been sold, adequate for determining the reasonableness of the price;
- Whether your organization is subject to cost accounting standards;
- A statement that by submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.
- This information can be submitted in the contractor's own format.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the

contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of contract expiration**.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days** of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **120** (months).

(End of clause)

FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (MAR 2020)  
(Incorporated by reference)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)  
(Incorporated by reference)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) *ALTERNATE II (NOV2016)*  
(Incorporated by reference)

FAR 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)  
(Incorporated by reference)

FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

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

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

*Small business concern*—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and



nature of business activity.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

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

representation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under **NAICS Code \_511199\_** assigned to contract number **\_TBD\_**.

(2) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [ *Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.* ] The Contractor represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [ *The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.* ] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [ *Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.* ] The Contractor represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [ *The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.* ] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [ *Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.* ] The Contractor represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of

Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

*[Contractor to sign and date and insert authorized signer's name and title.]*

(End of clause)

FAR 52.222-3 CONVICT LABOR (JUNE 2003)  
(Incorporated by reference)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)  
(Incorporated by reference)

FAR 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)  
(Incorporated by reference)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in

excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)  
(Incorporated by reference)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)  
(Incorporated by reference)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)  
(Incorporated by reference)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)  
(Incorporated by reference)

FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
(Incorporated by reference)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)  
(Incorporated by reference)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)  
(Incorporated by reference)

FAR 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the

violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the

agency. (c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017)

(Incorporated by reference)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Feb 2021)

(Incorporated by reference)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

(Incorporated by reference)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

(Incorporated by reference)

FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)(*Alternate III*)(Dec 2007)

(Incorporated by reference)

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(Incorporated by reference)

FAR 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)  
(Incorporated by reference)

FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
(Incorporated by reference)

FAR 52.232-11 EXTRAS (APR 1984)  
(Incorporated by reference)

FAR 52.232-17 INTEREST (MAY 2014)  
(Incorporated by reference)

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
(Incorporated by reference)

FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)  
(Incorporated by reference)

FAR 52.232-25 PROMPT PAYMENT (JAN 2017)  
(Incorporated by reference)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)  
(Incorporated by reference)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)  
(Incorporated by reference)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)  
(Incorporated by reference)

FAR 52.233-1 DISPUTES (MAY 2014) *ALTERNATE I (DEC 1991)*  
(Incorporated by reference)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
(Incorporated by reference)

FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
(Incorporated by reference)

FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)  
(Incorporated by reference)

CAR 1352.237-72 SECURITY PROCESSING REQUIREMENTS—NATIONAL SECURITY CONTRACTS (APR 2010)  
(Incorporated by reference)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(Incorporated by reference)

FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(Incorporated by reference)

FAR 52.242-13 BANKRUPTCY (JULY 1995)

(Incorporated by reference)

FAR 52.243-1 CHANGES-FIXED PRICE (AUG 1987) *Alternate I (Apr1984)*

(Incorporated by reference)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

(Incorporated by reference)

FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017) *ALTERNATE I (APR 2012)*

(Incorporated by reference)

FAR 52.245-9 USE AND CHARGES (APR 2012)

(Incorporated by reference)

FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

(Incorporated by reference)

FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(Incorporated by reference)

FAR 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

(Incorporated by reference)

FAR 52.248-1 VALUE ENGINEERING (JUN 2020)

(Incorporated by reference)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(Incorporated by reference)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Incorporated by reference)

FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

(Incorporated by reference)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of clause)

FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)  
(Incorporated by reference)



## SECTION J – List of Attachments

### Technical References Index and Crosswalk of Documents

Attachment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
00	Section J Technical References Index and Crosswalk (this document)	Not specifically referenced	00 - Section J Technical References Index and Crosswalk	MS Word	08/29/2020
Computer Access, Hardware & Software Requirements					
Attachment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
01a	This document provides information required for a contractor to access USPTO's network from outside the USPTO main campus.	Contractors Access to USPTO	01a - Contractors Access to USPTO v4.1 Before Awarded 12-09-2019 Final	MS Word	04/16/2020
01b	This document provides information pertaining to the OCIO's Personal Identity Verification (PIV) Card Authentication Policy.	OCIO's Personal Identity Verification (PIV) Card Authentication Policy	01b - OCIO Personal Identity Verification (PIV) Card Authentication Policy_OCIO-POL-49	PDF	04/19/2018
02	This document provides information about the Trusted Internet Connection (TIC), as outlined in OMB Memorandum M-08-05.	Trusted Internet Connections (TIC)	02 - TIC_Ref_Arch_v2.2_2017	PDF	06/19/2017
03a	This document provide information about workstation specifications, workstation naming convention, and software	Not specifically referenced and provided for informational purposes.	03a – USPTO_Computer_Specs	MS Excel	11/13/2017

	configurations for connecting to USPTO's network and systems.				
03b		Not specifically referenced	03b - USPTO Enterprise Workstation Naming Convention	MS Word	11/13/2017
03c		Not specifically referenced	03c - Windows 10 LTSB Baseline for CEP - CEDP COR Systems Baseline	MS Word	09/20/2018

**General Reference Documents**

<b>Attachment No.</b>	<b>Description, Function and Purpose</b>	<b>Document Name in Statement of Work</b>	<b>Document File Names</b>	<b>Document Type</b>	<b>Document Version Date</b>
04	This document provide a listing of all CLINs, their unit/frequency, where in the SOW the work is referenced and historical volumes.	Crosswalk of CLINS to SOW and Historical Volumes	04 - Crosswalk of CLINs to SOW and Historical Volumes (2020-0419)	MS Excel	03/13/2019
05a	These documents provide historical data on volumes, page counts, etc.	Historical Data	05a- Historical Data Page Counts and Volumes	MS Word	07/16/2020
05b		Not specifically referenced	05b- Weekly Serialized Filings	MS Excel	02/03/2020
05c		Not specifically referenced	05c- QA of EFS Web Submissions Error Categories and Historical Volumes	MS Excel	04/15/2020
05d		Not specifically referenced	05d - Historical Volumes for PG Pubs, IDC Exports and Issue Sizes for FY-16-19	MS Excel	02/03/2020
06	This document provides a listing of all reports, deliverables, and exports and their descriptions, the mode of delivery, frequency and who is responsible for delivery. Samples of reports are also included.	Reports and Deliverables Table	06 - Exports to the Contractor, Reports and Deliverables Table Including Sample Reports	MS Excel	01/126/2021`
07	This document provides a listing of codes that identify each document in the Official Electronic File Wrapper.	IFW Document Code Dictionary	07 - IFW Document Codes – Document Code Dictionary 2020-04-15	PDF	04/15/2020

08	This document provides the definition of terms used during all phases of the contract, i.e., FEP, PG Pub,	Not specifically referenced	08 – Glossary of Terms	MS Word	07/16/2020
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	Post Allowance and Post Issuance.				
09	These links provide information about patent classifications and definitions.	Not specifically referenced	09 - Link to Patent Classifications and Definitions	MS Word	04/15/2020
10a	A listing of patent applications and their corresponding publication numbers, if published. Samples of these are provided in 10b.	Not specifically referenced	10a – Sample Issued Patents and Cooperative Patent Classification	MS Word	04/15/2020
10b	Images of the issued patents listed in 10a.	Not specifically referenced	10b01 - 10b15 - Sample Patents	Multiple PDF files	07/12/2017
10c	Link to USPTO's website to view additional examples of Pre-Grant Publications, Issued Patents, Certificates of Correction, Statutory Invention Registration Certificates, Reexamination Certificates.	Not specifically referenced	10c – Link to USPTO Website	MS Word	04/15/2020
11	This document provides a link to Public PAIR to view samples of published and/or patented applications.	Not specifically referenced	11 - Link to Public PAIR	MS Word	04/15/2020

**Front End Processing**

Front End Processing					
Attachment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
12	This flow chart provides a high-level depiction of the FEP Process.	Flowchart FEP Process	12 – Front End Processes	PDF	12/19/2017
13	These documents provide the instructions for delivering submissions to the official electronic file wrapper.	Front End Processing Manual	13 - Front End Processing (FEP) Manual for Indexing and Scanning	MS Word	04/16/2020
13a	These documents provide supplemental instructions for performing Front End Processing.	Not specifically referenced	13a - FEPIB 2020-1 - FEPIB 2020-03	Multiple MS Word Documents	Various Dates
14	This document provides the instructions for performing EFS Web QC.	EFS Web QC Manual (Quality Assurance of EFS-Web Submissions)	14 - Quality Assurance of EFS-Web Submissions20190917	MS Word	09/17/2019
15	This document provides the instructions for performing CFR Transfer Requests.	Computer Readable Format Transfer Participant Manual	15 – CRF_Transfer_Participant_Manual_Final_Revision_2019-03-18	PDF	03/18/2019

**Pre-Grant Publication**

<b>Attachment No.</b>	<b>Description, Function and Purpose</b>	<b>Document Name in Statement of Work</b>	<b>Document File Names</b>	<b>Document Type</b>	<b>Document Version Date</b>
16	This flow chart provides a high-level depiction of the PG Pub Process.	PG Pub Process Flow	16 – PG Pub Processes	PDF	12/19/2017
17a	This document provides the instructions for performing Data Capture for PG Pub.	Data Preparation Manual for Patent Application Pre-Grant Publications	17a – DPMpgpub-2020	MS Word	04/08/2020
17b	Primary BIB dtd used for the export of PALM bibliographic data for pre-grant publications.	Not specifically referenced	17b – (jpg) u-bibdat1	JPG	04/16/2020
17c	Supplemental BIB dtd used for the export of classification data plus PALM bibliographic data for pre-grant publications.	Not specifically referenced	17c – (jpg) u-suppub8-2012-12-04	JPG	12/04/2012
17d	The BIB dtd used for the export of EFS-Web bibliographic data for certain pre-grant pubs (repubs, amended, redacted, voluntary, early).	Not specifically referenced	17d – (jpg) us-request-v15-2013-01-25	JPG	01/25/2013
17e	The dtd used for the export of image files for processing.	Not specifically referenced	17e – (txt)-ExportTOC1	TXT	01/13/2020
18	Finalized Data Capture Bulletins for PG Pub. These documents provide supplemental instructions for	Not specifically referenced	18 - DCB 2020-4 and 18 - DCB 2020-12	Multiple MS Word Documents	Various Dates

	performing Data Capture for PG Pub.				
19	This document provides a link to USPTO PG Pub Red Book Instructions.	Not specifically referenced	19 - PG Pub - Red Book Instructions	MS Word	04/16/2020
20	This document provides a link to USPTO PG Pub Yellow Book Instructions.	Not specifically referenced	20 - PG Pub - Yellow Book Instructions	MS Word	04/16/2020



**Post Allowance**

<b>Attachment No.</b>	<b>Description, Function and Purpose</b>	<b>Document Name in Statement of Work</b>	<b>Document File Names</b>	<b>Document Type</b>	<b>Document Version Date</b>
21	This flow chart provides a high-level depiction of the Post Allowance Process.	Flowchart for the Post-Allowance Process	21 – Post Allowance Processes	PDF	12/19/2017
22	This document provides the instructions for performing Data Capture for Grant Utility Patents.	Data Entry Manual for Utility Patents	22 - DataEntryManual-UTILITY-2020	MS Word	04/08/2020
23	This document provides the instructions for performing Data Capture for Grant Non-Utility Patents.	Data Entry Manual for Non-Utility Patent Documents	23 – DataEntryManual-NON-UTILITY-2020	MS Word	04/08/2020
24	This document provides the instructions for performing File Maintenance and Final Data Capture Issue Build.	File Maintenance and Final Data Capture Issue Build Manual	24 - File Maintenance Final Data Capture and Issue Build 201900911	MS Word	09/11/2019
25a	This document provides the instructions for creating the eOG.	Electronic Official Gazette Manual	25a - eOG_manual_2020	MS Word	04/08/2020
25b	This document provides the instructions for creating the annual consolidated notices to the eOG.	Consolidated Listing of Official Gazette Notices	25b - Consolidated Listing of Official Gazette Notices, 2018-01-25	PDF	01/25/2018
26	Finalized Data Capture Bulletins for Post Allowance. These documents provide supplemental instructions for performing Data Capture.	Not specifically referenced	26 - DCB 2020-01 - DCB 2020-08	Multiple MS Word Documents	Various Dates

27	This document provides documentation pertaining to	Not specifically referenced	27 - Grant - Red Book Instructions	MS Word	04/16/2020
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	USPTO Grant Red Book Instructions.				
28	This document provides a link to USPTO Grant Yellow Book Instructions.	Not specifically referenced	28 - Grant - Yellow Book Instructions	MS Word	04/16/2020
29	This document provides a link to the Patent Official Gazette (eOG:P) to view samples of the weekly patents gazette.	Electronic Official Gazette Samples	29 – Patent Official Gazette (eOGP)	MS Word	04/16/2020
29a	This document provides a link to the Patent Official Gazette Notices to view samples of the weekly gazette notices.	Official Gazette Notices	29a - Patent Official Gazette Notices	MS Word	04/16/2020

**Post Issuance**

<b>Attach ment No.</b>	<b>Description, Function and Purpose</b>	<b>Document Name in Statement of Work</b>	<b>Document File Names</b>	<b>Document Type</b>	<b>Document Version Date</b>
30	This flow chart provides a high-level depiction of the Certificates of Correction Process.	Flowchart for the Certificates of Correction Process	30 - Certificate of Correction Process	PDF	12/19/2017
31	This document provides the instructions for performing Data Capture for Certificates of Correction.	Processing of Certificates of Correction	31 - CofC_manual_PaDaCap_2020	MS Word	04/08/2020
31a	Finalized Data Capture Bulletins for Post Issuance. These documents provide supplemental instructions for performing Data Capture for Certificates of Correction.	Not specifically referenced	31a - DCB 2020-None	Multiple MS Word Documents	NA
32	This document provides the instructions for performing batch processing to update Patent Term Adjustment for Certificates of Correction.	Certificates of Correction Batch Processing to Correct /Update Patent Term Adjustment	32 - CofC Patent Term Adjustment SOP_Nov 13 2017	MS Power Point	11/13/2017

**USPTO System User Guides**

<b>Attach ment No.</b>	<b>Description, Function and Purpose</b>	<b>Document Name in Statement of Work</b>	<b>Document File Names</b>	<b>Document Type</b>	<b>Document Version Date</b>
33	This document provides information on Patent Application Location and Monitoring (PALM), including User Guide	Not specifically referenced	33 – PALM Basics	MS Power Point	07/23/2018
34	This document provides information on processing outgoing and incoming Correspondence in PALM	Not specifically referenced	34 - PALM-Correspondence Processing	MS Power Point	09/2015
35a	This PatentsEnd-to-End (PE2E) Manual, provides instructions for accessing, managing, reviewing, updating, etc. the Official Electronic File Wrapper.	Not specifically referenced	35a - PE2E-eDRS-Manual	PDF	06/2017
35b		Not specifically referenced	35b01 - 35b08 – Various PE2E-eDRS Training Manuals	Multiple PDF files	Various
36	This PE2E manual provides instructions on processing Official Correspondence (OC) in DAV/PE2E.	Not specifically referenced	36 - PE2E-OC-OPESSE_Manual	PDF	10/2016
37	PALM – PreExam User Manual	Not specifically referenced	37 - PreExam Manual with Supplemental Instructions 9-20-2018	PDF	09/2018

**IT Security Requirements**

<b>Attachment No.</b>	<b>Description, Function and Purpose</b>	<b>Document Name in Statement of Work</b>	<b>Document File Names</b>	<b>Document Type</b>	<b>Document Version Date</b>
38	This document provides information on IT Security Requirements.	IT Security Requirements	38 - IT Security Requirements – 2020-04	MS Word	04/27/2020
38a	This document provides information on IT Security Requirements. This document is provided for informational purposes for offerors that anticipate using cloud services for their IT system.	Not specifically referenced	38a - Cloud Services Usage Policy	PDF	02/14/2017
38b	This document provides information on IT Security Requirements.	Not specifically referenced	38b - IT_Security_Handbook	PDF	03/26/2019
38c	This document provides information on IT Security Requirements.	Not specifically referenced	38c - Common Regulations, Policies and Publications Applicable to Cybersecurity	PDF	04/21/2021

Transition From Incumbent Contractor To New Contractor					
Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
39	This document lays out, in general terms, the tasks and activities that must take place to effectively and efficiently transfer duties/responsibilities from the expiring Patent Data Capture (PaDaCap) Contract.	Transition Plan Framework	39 - PaDaCap Transition	MS Word	08/05/2020

**Additional Attachments**

<b>Attach ment No.</b>	<b>Description, Function and Purpose</b>	<b>Document Name in Statement of Work</b>	<b>Document File Names</b>	<b>Document Type</b>	<b>Document Version Date</b>
40	Pricing Template	Not specifically referenced	Pricing Template	MS Excel	03/03/2021
41	Past Performance Questionnaire	Not specifically referenced	Past Performance Questionnaire	MS Word	08/05/2020
42	Subcontract Plan Template	Not specifically referenced	Subcontract Plan Template	MS Word	03/03/2021
43	Surveillance Plan	Not specifically referenced	Surveillance Plan	MS Word	06/22/2020
44	Telework Agreement	Not specifically referenced	PDDM Alternate Worksite Agreement	Adobe	04/21/2021
45	USPTO Rules of the Road for Teleworking	Not specifically referenced	USPTO Rules of the Road OCIO-POL-36	Adobe	10/29/2019
46	Alternate Workplace Safety Guidance	Not specifically referenced	Alternate Workplace Safety Guidance	Adobe	04/21/2021
47	Non-Disclosure Agreement	Not specifically referenced	PDDM Non-Disclosure Agreement	Adobe	4/29/2021