

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER 284P2350015	PAGE 1 OF 36
2. CONTRACT NO. 1333BJ23C00280002	3. AWARD/EFFECTIVE DATE see block 31c	4. ORDER NUMBER	5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls) 571-272-5361		8. OFFER DUE DATE / LOCAL TIME
9. ISSUED BY Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement P.O. Box 1450 Alexandria, VA 22313-1450		CODE 1333BJ	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR		
			<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <small>ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM</small> NAICS:		
			<input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13b. RATING		
		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO	CODE	16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR DBA: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 12010 SUNSET HILLS RD RESTON, VA 20190-5856 UEI: MMLKPW9JLX64	CODE GOVSCIENCE	FACILITY CODE *	18a. PAYMENT WILL BE MADE BY		CODE
Telephone No.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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See Lines

25. ACCOUNTING AND APPROPRIATION DATA See Lines		26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b) (4)
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b) (6)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

Section 1 - Continuation Pages of the SF1449

Total contract value inclusive option periods: \$53,231,409.60 in accordance with revised Attachment B, dated March 20, 2023.

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EIPL RPP - Platform Services Labor Hours PSC: DH01	1.000000	LOT	(b) (4)	

Period of Performance: 04/04/2023 - 01/03/2024

Extended Description: Total price of this CLIN is (b) (4) in accordance with revised Attachment B Pricing Sheet, v3, dated March 20, 2023. CLIN 0002 provides supplemental funding in the amount of (b) (4). Support shall be provided in accordance with Technical Approach, and Attachment A PWS.

Reference Line: 284P2350015 - 0001

Pricing Options: Base

CLIN Funding:
 1. (2023-A-00-284420-SPSP00-NONCOMP-2570-1974-S99999-284420-2023): (b) (4)
 2. (2023-A-00-284420-SPSP00-NONCOMP-2570-1518-S99999-284420-2023): (b) (4)

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Supplemental funding for CLIN 0001. Labor Hours PSC: DH01	1.000000	LOT	(b) (4)	

Period of Performance: 04/04/2023 - 01/03/2024

Extended Description: This CLIN provides supplemental funding in the amount of (b) (4) to CLIN 0001.

Reference Line: 284P2350015 - 0002

Pricing Options: Base

CLIN Funding:
 1. (2023-A-00-289460-SPSP00-NONCOMP-2570-1985-S99999-284420-2023): (b) (4)
 2. (2023-A-00-289460-SPSP00-NONCOMP-2570-1904-S99999-284420-2023): (b) (4)

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	EIPL RPP - Platform Services Labor Hours PSC: DH01	1.000000	LOT	(b) (4)	

Period of Performance: 01/04/2024 - 01/03/2025					
Extended Description: Total price of this CLIN is (b) (4) in accordance with revised Attachment B Pricing Sheet, v3, dated March 20, 2023. Support shall be provided in accordance with Technical Approach, and Attachment A PWS.					
Reference Line: 284P2350015 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	EIPL RPP - Platform Services Labor Hours PSC: DH01	1.000000	LOT	(b) (4)	
Period of Performance: 01/04/2025 - 01/03/2026					
Extended Description: Total price of this CLIN is (b) (4) in accordance with revised Attachment B Pricing Sheet, v3, dated March 20, 2023. Support shall be provided in accordance with Technical Approach, and Attachment A PWS.					
Reference Line: 284P2350015 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	EIPL RPP - Platform Services Labor Hours PSC: DH01	1.000000	LOT	(b) (4)	
Period of Performance: 01/04/2026 - 01/03/2027					
Extended Description: Total price of this CLIN is (b) (4) in accordance with revised Attachment B Pricing Sheet, v3, dated March 20, 2023. Support shall be provided in accordance with Technical Approach, and Attachment A PWS.					
Reference Line: 284P2350015 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	EIPL RPP - Platform Services Labor Hours PSC: DH01	1.000000	LOT	(b) (4)	
Period of Performance: 01/04/2027 - 01/03/2028					
Extended Description: Total price of this CLIN is (b) (4) in accordance with revised Attachment B Pricing Sheet, v3, dated March 20, 2023. Support shall be provided in accordance with Technical Approach, and Attachment A PWS.					
Reference Line: 284P2350015 - 0001					
Pricing Options: Unexercised Option					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5001	EIPL RPP - Platform Services Labor Hours PSC: DH01	1.000000	LOT	(b) (4)	

Period of Performance: 01/04/2028 - 04/03/2028

Extended Description: Total price of this CLIN is (b) (4) in accordance with revised Attachment B Pricing Sheet, v3, dated March 20, 2023. Support shall be provided in accordance with Technical Approach, and Attachment A PWS.

Reference Line: 284P2350015 - 0001

Pricing Options: Unexercised Option

	CLIN Funding:	Cost:
Base Totals:	(b) (4)	
Exercised Options Totals:	\$0.00	\$0.00
Unexercised Options Totals:	\$0.00	(b) (4)
Base and Options Totals:	(b) (4)	\$53,231,409.60

(b) (6)

Accounting and Appropriations Data:

Accounting and Funding Total: (b) (4)

1 PURPOSE

The USPTO Enterprise and Business Units request platform components & services through self-service catalog to build their infrastructure that deploy supporting product components in physical, virtual, hybrid-cloud and cloud environments (currently AWS, GCP, Azure), SaaS that conform to acceptable USPTO standards.

2 USPTO PROCUREMENT AUTHORITY

This requirement is being procured using the Alternative Competition Method in accordance with the *Patent and Trademark Office Acquisition Guidelines (PTAG)* and the *Patent and Trademark Office Efficiency Act 35 U.S.C. 2(b)(4)(A)*.

3 DESCRIPTION OF THE WORK TO BE PERFORMED

See Attachments A, Performance Work Statement (PWS), and A.1 Technical Approach, for details.

4 SERVICE PRICES

See Attachment B, Pricing Sheet – dated March 21, 2023.

5 SMALL BUSINESS SUBCONTRACTING PLAN

See Attachment C, Master Subcontracting Plan

6 CONTRACT TYPE

Labor Hour (LH)

7 PERIOD OF PERFORMANCE (POP)

Base Period: 4/4/2023 – 1/3/2024
Option Period 1: 1/4/2024 – 1/3/2025
Option Period 2: 1/4/2025 – 1/3/2026
Option Period 3: 1/4/2026 – 1/3/2027
Option Period 4: 1/4/2027 – 1/3/2028
Option Period 5: 1/4/2028 – 4/3/2028

Option period(s) to be exercised in accordance with FAR Clauses 52.217-8 and 52.217-9.

8 PLACES OF PERFORMANCE

See Attachment A, PWS section 8, Place of Performance

9 CONTRACTING OFFICER

The Contracting Officer (CO) for this order is:

(b) (6)
(b) (6)
Office of Procurement

US Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22314

(b) (6)

9 CONTRACT TERMS AND CONDITIONS

9.1 USPTO CLAUSES INCORPORATED IN FULL TEXT

PTO-04 Data Access, Handling, and Restrictions Against Reproduction and Disclosure of Information, Including Confidential Patent Applications, and Information Concerning the Same (Oct 1, 2022)

(a) Restrictions on Reproduction and Disclosure of Government Data.

(1) 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.

(2) All personnel under the contract with access to Government data under this contract must sign a Non-Disclosure Agreement (NDA) to guarantee the protection and integrity of Government information and data. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative within 72 hours of execution of the form.

(3) 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 Contracting Officer's 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.

(b) Restrictions on Reproduction and Disclosure of Confidential Patent Applications and Information Concerning the Same.

(1) In addition to government information and data furnished during the course of performance under this contract, the Contractor may be provided access to 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.

(2) 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.
- (3) 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 Contracting Officer and obtain permission to release the information.
- (4) 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 Contracting Officer. Additionally, the Contractor agrees that without prior permission from the Contracting Officer, 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.
- (5) 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.
- (6) 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 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.”

(7) The Contractor is to provide a list to the Contracting Officer’s Representative 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.

(8) 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.

(c) 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 Contracting Officer with a statement of the facts and circumstances known at the time within 72 hours of identification. Nothing in this provision relieves the Contractor from any other reporting requirements in this contract.

(d) Flow-Down of Requirements.

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

(End of Clause)

PTO-06 Prohibition on Contractor Endorsements (Oct 1, 2022)

(a) 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 and the USPTO Office of the Chief Communications Officer.

(b) 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.

- (c) The Contractor must insert this clause in all subcontracts. Any subcontractors must flow this clause down to its subcontracts as well. Subcontractors shall submit their written request for the Contracting Officer's permission through the prime contractor.

(End of Clause)

PTO-08 Physical Access to Government Facilities (Feb 14, 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)

PTO-12 USPTO Security Processing Requirements – High or Moderate Risk Contracts (Oct 6, 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.

(b) 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.

(c) 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)

PTO-16 USPTO Contractor Notification Requirement (Mar 17, 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)

PTO-17 USPTO Contractor FOIA Requirement (Feb 14, 2017)

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)

PTO-24 Security Requirements for Information Technology Resources (Oct 1, 2022)

(a) *Applicability.* This clause is applicable to all contracts that require contractor electronic access to Department of Commerce (DOC) 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.
 - (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 telecommunications systems.
- (c) The Contractor shall be responsible for implementing sufficient Information Technology (IT) 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.
- (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 five business days after contract award, the Contractor shall certify in writing to the Contracting Officer's Representative (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. The contractor shall provide a certification to the COR that its employees have taken the USPTO's annual IT Security Refresher Training.

- (g) Within five business days of contract award, the contractor shall provide the COR with signed acknowledgement of the provisions contained in PTO-04, *Data Access, Handling and Restrictions Against Reproduction and Disclosure of Information, Including Confidential Patent Applications and Information Concerning the Same*, as applicable.
- (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) For all contractor-owned systems for which performance of the contract requires interconnection with a DOC network on which DOC data will be stored or processed, the contractor shall provide, implement, and maintain a System Accreditation Package in accordance with USPTO IT Security Program Policy. Specifically, the Contractor shall:
 - (1) Within 14 days after contract award, submit for USPTO approval of a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with USPTO IT Security Program Policy. The System Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the Contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the System Certification Work Plan may result in termination of the contract.
 - (2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with USPTO IT Security Program Policy, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed USPTO official.
 - (3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with USPTO IT Security Program Policy.
- (j) The contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of Clause)

PTO-30 Release of Residual Fund (<\$100) (Apr 28, 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)

PTO-31 Release of Residual Fund (>\$100) (Apr 28, 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 time and material (T&M) or labor hour (LH) awards, or awards containing T&M or LH CLINs:

It is understood and agreed that all outstanding obligations incurred on T&M or LH contract CLINs have been satisfied. Therefore, the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract, and the government will automatically deobligate the residual funds without further communication with the vendor.

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)

PTO-32 USPTO Green Supplies and Services Contracting (Feb 14, 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)

PTO-33 USPTO Personal Identity Verification Card Requirements for Contractors (Nov 15, 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)

PTO-37 USPTO Invoices, Vendor Portal (Mar 25, 2022)

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) **or Unique Entity Identifier (UEI) (Note: After April 4, 2022, use of UEI is mandatory)**
 - 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, including:
 - A. Total Task Order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, and hourly rates, should be listed and broken down separately for the total contract prior to the current invoice.
 - B. Total Current Period: All labor (individually listed) categories, hours being billed, and hourly rates, should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if more than one site.
 - C. Total Contract Costs To-Date: All labor categories (individually listed), hours being billed, and hourly rates should be listed and broken down separately for the total contract through the current invoice.
 - 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.
- e) Costs being billed for individual task orders, delivery orders, etc. shall be invoiced separately; billing for more than one task order, delivery order, etc. per invoice is not allowed.

INVOICING/PAYMENT FREQUENCY

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

(End of clause)

PTO-39 USPTO Invoices, Contractor Reporting of Actual Expenditures/Deliverables, Vendor Portal (Jun 21, 2021)

- (a) The USPTO requires timely, accurate, and complete reporting of actual expenditures to facilitate decision making and contract management.
- (b) The Contractor shall submit the information required in the Contractor Actuals Deliverables templates (attached) in the format prescribed by each template:
 1. Contractor's [High Level Planned Template](#) or Level of Effort (LOE) estimate, if applicable.
 2. Contractor's [Detailed Planned Template](#), if applicable.
 3. Contractor's [Actuals Template](#), if applicable, and
 4. Contractor's [Invoice Template](#).
- (c) The Contractor shall submit the required templates in accordance with the schedule below:
 1. The Contractor shall deliver the Contractor's [High Level Planned Template](#) (USPTO Document FN07 (Resource Estimate)) within five (5) calendar days of award and shall submit an updated template in its entirety with revisions for any funding or period of performance changes issued by modification of the award within five calendar days of modification.
 2. The Contractor shall deliver the Contractor's [Detailed Planned Template](#) for Approved Task Management Plan (USPTO Document TM02), if applicable, with the submission of each new or revised Task Management Plan within **forty-five (45)** calendar days of award or modification.
 3. The Contractor shall deliver the Contractor's [Actuals Template](#) (USPTO Document FN01) on a bimonthly basis, i.e., one for each reporting period covering the 1st through the 15th of the month, and one for each reporting period covering the 16th through the end of each month. The Contractor shall deliver the Contractor's Actuals Template for the reporting period covering the 1st through the 15th of the month no later than the 25th of the same month, and shall deliver the Contractor's Actuals Template for each reporting period covering the 16th through the end of each month no later than 10th of the following month. For contracts with a **4/4/5 Calendar** the Contractor shall deliver the Contractor's [Schedule Template](#), which will identify the break out of each month to ensure there are two reporting periods per month. The template should include dates for the base and all option periods. The template should be submitted at the time of award or upon inclusion of this clause into an award, whichever comes first.

The Contractor shall utilize the [Actuals Template](#) to provide the Contractor's Actuals information on Firm Fixed Price (FFP) and Time and Material (T&M) or Labor Hour (LH) task orders. Program Project Activity (PPA) code usage report will not be required as this template includes all necessary data elements to process FFP task orders. The Contractor shall wait for the Contractor's Actual File A and File B to pass validation before submitting the invoice.

4. The Contractor shall deliver Contractor’s [Invoice Template](#) with the submission of the Contractor’s monthly invoice for the same month no later than 10th of the following month. The Contractor shall submit this template after the validation of bimonthly Contractor's Actuals templates. If the validated Contractor's Actuals mismatch the respective invoice, the Government shall reject the invoice. The Contractor shall wait for Contractor's Actuals File A and File B to pass validation before submitting the correct invoice to avoid unnecessary invoice rejection and to ensure timely processing.

(d) The Contractor shall submit the templates in two electronic formats: Excel and Tab Delimited.

(e) The Contractor shall submit the electronic data files with the “naming conventions” designated below.

Deliverable	Electronic File Naming Convention
High Level Planned Template	Contract Number_Contractor Name_Month_Year_Planned
Detailed Contractor Planned Template	Contract Number_Contractor Name_Month_Year_Detailed Planned
Actuals Templates	Contract Number_Contractor Name_Month_Year_A or B_Actuals
Invoice Templates	Contract Number_Contractor Name_Month_Year_Invoice
Schedule Template	Contract Number_Contractor Name_SCHEDULE

(f) The Contractor shall submit the High Level Planned Template, the Detailed Contractor Planned Template, the Actuals Templates and the Schedule Template via the USPTO Vendor Portal. Vendor Portal access information and training materials can be found at the following link: <https://www.uspto.gov/about-us/vendor-information> 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.

(g) Upon receipt of the electronic template file through the Vendor Portal, the USPTO will validate certain data elements against the USPTO’s financial and acquisition system of record. The USPTO will generate an error report should the validation fail. The USPTO will send the error report to the Contractor for correction. The Contractor shall correct all errors in the electronic template file(s) and shall submit complete, corrected template file(s) within five (5) calendar days of receipt of the error report. The Contractor shall deliver all corrected templates through the Vendor Portal. The USPTO will reject deliverables that include only corrected information rather than all required information. Corrected templates should include all data inclusive of corrections.

(End of Clause)

PTO-40 Records Management Obligations (Jun 21, 2021)

I. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section II below, regardless of the medium in which the record exists.

II. 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.

III. 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.

IV. *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.

(End of Clause)

- (a) In addition to the unlimited rights identified in Federal Acquisition Regulation (FAR) 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-Commercial off-the-shelf (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 Government off-the-shelf (GOTS), and or open source software (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.
- (b) In addition to the unlimited rights identified above, the Government requires limited rights to the technical file and background materials pursuant to FAR 52.227-14 Alternate III, as applicable. In addition to the limited rights data identified in FAR 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 Contracting Officer. 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.
- (c) In addition to the rights above, any restricted rights software may need to be produced under FAR 52.227-14 Alternate III. In addition to restricted rights software included under restricted rights in FAR 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 Contracting Officer may require this software be delivered upon request.

- (d) 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, Department of Commerce (DOC), DOC Office of Inspector General, and any other government entity. Government support contractors involved in supporting the cybersecurity activities may have access to the information.

(End of Clause)

9.2 CAR CLAUSES INCORPORATED BY REFERENCE

1352.201-70 Contracting Officer's Authority
 1352.208-70 Restrictions of Printing and Duplicating
 1352.209-73 Compliance with the Law
 1352.209-74 Organizational Conflicts of Interest

9.3 CAR CLAUSE(S) INCORPORATED IN FULL TEXT

1352.201-72 Contracting Officer's Representative (COR)

(b) (6) 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:

Phone Number: (b) (6)

E-mail: (b) (6)

(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)

9.4 FAR CLAUSES INCORPORATED BY REFERENCE

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

52.204-13 System for Award Management Maintenance (Oct 2018)
 52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
 52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services (Nov 2021)
 52.224-1 Privacy Act Notification (Apr 1984)
 52.224-2 Privacy Act (Apr 1984)
 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (Jul 2013)
 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
 52.239-1 Privacy or Security Safeguards (Aug 1996)
 52.245-1 Government Property (Sep 2021)

9.5 FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

(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.
- (h) 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).
- (j) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (k) Verify and control/limit connections to and use of external information systems.
- (l) Control information posted or processed on publicly accessible information systems.
- (m) 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.

(n) 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.

(o) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph I, in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, 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)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—
Commercial Products and Commercial Services (Oct 2022)**

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

X_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

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

X_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

__ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

X_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

__ (10) [Reserved].

__ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

__ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (13) [Reserved]

X_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Mar 2020) of [52.219-6](#).

__ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Mar 2020) of [52.219-7](#).

__ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

X_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

__ (ii) Alternate I (Nov 2016) of [52.219-9](#).

X_ (iii) Alternate II (Nov 2016) of [52.219-9](#).

__ (iv) Alternate III (Jun 2020) of [52.219-9](#).

__ (v) Alternate IV (Sep 2021) of [52.219-9](#).

__ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

__ (ii) Alternate I (Mar 2020) of [52.219-13](#).

(19) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).

__ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

__ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).

- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Oct 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- ___ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- ___ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- ___ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- X_ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- ___ (48) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).

- ___ (ii) Alternate I (Oct 2022) of [52.225-1](#).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Oct 2022) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ___ (ii) Alternate I (Jan 2021) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2021) of [52.225-3](#).
- ___ (iv) Alternate III (Jan 2021) of [52.225-3](#).
- ___ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- ___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- X_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- ___ (iii) Alternate II (Nov 2021) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- [Contracting Officer check as appropriate.]
- ___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- X_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

— (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O. 11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

- (1) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 prior to contract expiration date.

(End of clause)

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 15 days prior to contract's expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 66 months (including 6 months service extension under the 52.217-8).

(End of clause)

52.227-14 Rights in Data-General (May 2014)

(a) Definitions. As used in this clause-

Computer database or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract,

including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is

required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of

any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

[Alternate III (Dec 2007)]

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. TBD_____ (and subcontract N/A, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

ENTERPRISE INFRASTRUCTURE PRODUCT LINE (EIPL) RAPID PHASE PRODUCTION (RPP) – PLATFORM SERVICES PERFORMANCE WORK STATEMENT (PWS)

EIPL RPP – Platform Services

Abstract

Acquire technical capability and innovative concepts, methodologies, and industry best practices to deliver compute services in support of all USPTO Product Lines by achieving optimum balance between sustainment and innovation.

EIPL RPP Team
EIPL_RPP@uspto.gov

Contents

1. BACKGROUND	2
2. PURPOSE	2
3. SCOPE	2
4. OBJECTIVE	3
5. REQUIREMENTS	3
6. DELIVERABLES	6
7. PERIOD OF PERFORMANCE (POP)	7
8. PLACE OF PERFORMANCE	7
9. ACCESS TO GOVERNMENT FACILITIES	8
10. SPECIAL REQUIREMENTS	8
11. SECURITY REQUIREMENTS	12
11.1. Privacy Act (April 1984)	12
11.1.1. Work on this project may require that Contractor personnel have access to personal information subject to the Privacy Act of 1974 (PL 93-579 and amendments). Control and security of USPTO data is a primary responsibility of the Contractor. Contractor must assure the integrity of the USPTO patent and trademark data and take no action that will cause or give the perception of a breach of USPTO data integrity. Contractor shall notify the USPTO (within 1 hour of breach or incident occurring) by contacting the USPTO CIO Command Center (C3) (available 24 hours 7 days a week) or calling 571-272-6700 or by email ciocommandcenter@uspto.gov ; or the USPTO Computer Incident Response Team (CIRT) by using either the CIRT@USPTO.GOV .	12
11.1.2. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.	12
11.1.3. It is the Contractor's responsibility to familiarize and brief its employees and subcontractors on the provisions of the Privacy Act. FAR clauses, 52.224-1: "Privacy Act Notification" and 52.224-2: "Privacy Act", are hereby incorporated by reference.	12
11.1.4. The confidentiality and disclosure provisions of Title VII of the Civil Rights Act of 1964 and Title I of the American with Disabilities Act prohibit disclosure of any charge or charge-related information. The contractor shall agree that such information will not be disclosed and will only be used for the performance of their responsibilities under this contract.	12
11.2. Privacy or Security Safeguards (August 1996)	12

Attachment A – PWS: EIPL RPP – Platform Services**1. BACKGROUND**

- 1.1. The United States Patent and Trademark Office (USPTO) is a federal agency comprised of approximately 13,000 employees. The mission of the USPTO is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications; issuing patents and registering trademarks; disseminating patent and trademark information to the public and by encouraging a domestic and international climate in which intellectual property can flourish.
- 1.2. USPTO is the federal agency 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 that the legislative branch “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 registers trademarks based on the commerce clause of the Constitution (Article I, Section 8, Clause 3). Under this system of protection, American industry has flourished. New products have been invented, new uses for old ones discovered, and employment opportunities created for millions of Americans. The strength and vitality of the U.S. economy depends directly on effective mechanisms that protect new ideas and investments in innovation and creativity. The continued demand for patents and trademarks underscores the ingenuity of American inventors and entrepreneurs. The USPTO is at the cutting edge of the nation’s technological progress and achievement.

2. PURPOSE

The USPTO is seeking strong industry partnerships to enable an Information Technology (IT) transformation journey with customer business value at the heart of its decisions and actions. There is a difficult balance along this transformation journey because while modernizing its IT systems, the USPTO must ensure mission operations continue by maintaining and operating over 270 legacy systems with almost 99.7% systems uptime. In addition, while the Office of the Chief Information Officer (OCIO) seeks to transition to a modern cloud environment, it must continue to employ around 1,900 physical servers and 9,600 virtual servers to support its IT program.

3. SCOPE

Platform Services (PS) manages all the Middleware/Platform technologies and leads in the Infrastructure as Code Development /Automation efforts in on premise and across different Public Cloud Providers. PS performs activities to include Infrastructure research & engineering support, self-service catalog, platform integration with other parts of infrastructure, Platform Ops, Deployment (CI/CD) services, Maintenance, Performance Tuning & Troubleshooting, platform security and 24x7 support/on-call operations. PS also provides and supports to provision/deploy/operate/manage Product team’s platform infrastructure needs from concept to development through production using current and new platform technologies. PS performs platform design, development and operations of the entire middleware/platform infrastructure in the OCIO.

The USPTO Enterprise and Business Unit services include hundreds of products, running on hundreds of platform servers, accessed by hundreds of products and their respective services. These platform components currently include application servers, web servers, software load balancers, content management servers, messaging and broker servers, search servers, big data servers and container platform servers.

The USPTO Enterprise and Business Units request platform components & services through self-service catalog to build their infrastructure that deploy supporting product components in physical, virtual, hybrid-cloud and cloud environments (currently AWS, GCP, Azure), SaaS that conform to acceptable USPTO standards.

4. OBJECTIVE

Acquire technical capability and innovative concepts, methodologies, and industry best practices to deliver compute services in support of all USPTO Product Lines by achieving optimum balance between sustainment and innovation. In addition to technical capabilities, the USPTO seeks industry partners that can: (1) utilize Agile processes, procedures, and ceremonies in the right way to empower daily work; (2) ensure business value is delivered without introducing operational or executional risk; (3) measure delivery outcome based on customer value captured; (4) build lean, high-functioning teams with multi-talented resources that have depth across several functional areas (T-Shaped resources); and (5) embrace the concept that Agile development (custom or configuration of commercial off-the-shelf [COTS] / Government off-the-shelf [GOTS]) is inherently iterative and scope discovery requires ongoing collaboration between business and technical resources.

4.1. Objective 1 – Maintain and secure Platform Services capabilities

4.2. Objective 2 – Innovate Platform Services capabilities

5. REQUIREMENTS

5.1. Requirement 1 – 24/7 Platform operations

- 5.1.1. Maintain platform services components in production, development and testing environments, alternate site (APS) and Cloud.
- 5.1.2. Provide services directly in support of product teams that involve platform installations, patch management, upgrades, password changes, documentation, presentation, diagrams, scripts and tools, configuration.
- 5.1.3. Provide support in review, remediation and resolution of security vulnerabilities.
- 5.1.4. During system outages, investigate and provide a list of point of contacts, system impact analysis report, coverage schedules, periodic status updates to all parties (including OCIO Command Center/C3, management), and remain engaged until system/outage is restored. Develop post outage lessons learned documents and provide input to the root cause analysis report.
- 5.1.5. Provide and Innovate 24/7 Operations support that includes operational and systems maintenance support for Platform components, as well as consideration of Platform/Middleware future technologies, research and develop tools processes to ensure the most optimal configuration is established, maintained and enhanced as USPTO's technology infrastructure as it evolves.

- 5.1.6. Enable services to support platform needs for Product teams to fulfill installation/testing/deployment/upgrades/operations of their platform services in on-premises and Cloud environments.
- 5.1.7. Provide operations and maintenance in accordance with USPTO standards to keep trains running, see tasks includes below but not limited to:
 - 5.1.7.1. Provide outage reports, status and resolution updates
 - 5.1.7.2. Deploy maintenance releases to fix bugs/Disaster Recovery (DRs) based on Requirements Document
 - 5.1.7.3. Provide information on budget maintenance cost and status
 - 5.1.7.4. Provide ongoing support for password changes, software and hardware upgrades, patches and replacements
 - 5.1.7.5. Provide technical support and analysis of standards and best practices for products and processes chosen for implementation in the Middleware environment
 - 5.1.7.6. Provide ongoing operational support for the installed base of all-inclusive vendor supported Platform products and other Open Source Platform products
 - 5.1.7.7. Continue testing of products for high availability and scalability in the product-testing environment
 - 5.1.7.8. Support evaluation, products testing, performance benchmarking, technical workshop, and introduction of new technologies and processes into USPTO's Middleware environment
 - 5.1.7.9. Support annual certification and accreditation C&A activity
 - 5.1.7.10. Collate information for weekly and monthly status reports
- 5.1.8. Conduct investigations, research, root cause analysis, incident reports, work-around and documentation of the work-around for issues, long-term solution analysis and documentation.
- 5.1.9. Investigate and own each assigned request/task (in terms of 360 degrees full coverage), providing status updates until completely resolved
- 5.1.10. Provide services, including best practices, standard templates, automated tools, and informal training, to developers and projects to facilitate reuse across products and increase developer productivity
- 5.1.11. Evaluate and make technical implementation recommendations for USPTO infrastructure system architecture as well as provide assistance with technical architecture, component assembly, and application interface design using J2EE, or other USPTO approved interoperability standards
- 5.1.12. Provide support in ongoing effort to sustain and improve the Middleware environment, including support for virtualization and cloud computing infrastructure to improve the efficiency and availability of applications and services
- 5.1.13. Support enterprise-wide systems integration efforts across multiple service, Applications and third-party products

5.2. Requirement 2 – Platform engineering, maintenance and automation needs

- 5.2.1. Enable to support self-service catalog, build and deploy middleware infrastructure, containers, supporting Continuous integration/Configuration deployment (CI/CD) Middleware activities, automation development and testing.
- 5.2.2. Provide support in using tools, methodologies and languages such as puppet/python/Git/ruby/ansible/terraform, DevSecOps, Platform Ops, Integration with other infrastructure APIs, rapid proto typing skills (not limited to).
- 5.2.3. Perform middleware/platform installations/configurations, support/maintain Platform as a Service (PaaS), support automated deployments, maintenance and support of automation code, full stack development, security, and troubleshoot test/production/alternate site automation problems.
- 5.2.4. Create secure platform images for VMs and containers, support container services and orchestration for Kubernetes, APIs in a hybrid-cloud environment.
- 5.2.5. Enable to support full stack development services like design, development, coding, testing, code quality and security to build automated hybrid platform capabilities in on-premises and cloud providers.
- 5.2.6. Enable services in research, prototype and comparative study of current and future platform technologies to help product teams to build/maintain/operate platform services with optimal cost.
- 5.2.7. Enable build, deploy, and operate middleware software in a better, cheaper, faster and flexible way by using infrastructure code, tools and services.
- 5.2.8. Provide automated tools and services that help our business product line teams to implement their production, development and alternate sites as well to support on-demand and scheduled business product deployments.
- 5.2.9. Develop, test and integrate USPTO Automation code, Pipelines and provide automated platform using current and other emergent technologies at the most optimal and secure configuration, maintain and enhance as USPTO's technology infrastructure and platforms evolve.
- 5.2.10. Comply with latest industry, Federal, National Institute of Standards and Technology (NIST), Department of Commerce and USPTO guidance, policies and procedures while designing, developing and deploying infrastructure on-premises and cloud.
- 5.2.11. Apply Artificial Intelligence/Machine Learning/Robotic Process Automation to enhance infrastructure automation, operations and maintenance.
- 5.2.12. Support Cloud migration strategies such as Re-hosting, Re-platforming and Refactoring/Re-architecting (but not limited to) in the context of platform automation and operations.
- 5.2.13. Automate repetitive tasks using different tools to reduce manual intervention.
- 5.2.14. Support open-source middleware software like WildFly, Tomcat, Apache HTTPD, Apache Kafka, Apache ActiveMQ, SOLR, Zookeeper, Kubernetes etc. In terms of troubleshooting, debugging, operations and bug fixes if needed.
- 5.2.15. Reduce dependency on legacy and unsupported platform/middleware software stack by collaborating with Product teams and other partners.

5.2.16. Modernize/automate support, operational activities using Site reliability engineering, AIOps, GitOps and other tools.

5.2.17. Achieve zero touch operations model by maturing automation and processes

6. DELIVERABLES

6.1. All deliverables must be accessible utilizing the most recent USPTO Microsoft Suite. The deliverables shall not include any company proprietary markings or disclosures.

Item #	Product/Event	Delivery Date(s)	Delivered To
1	Kick-off Meeting	To be scheduled by COR	Meeting @ USPTO Campus or Teams
2*	Contract Monthly Status Report	NLT 10 th of each month	COR
3*	Weekly Report	Determined by TOM/Requestor	TOM and COR
4	Ad-hoc Reports	Determined by PO/TL	PO/TL
5*	Weekly Technical Review Meetings	Not later than five (5) business days after Kick-Off Meeting and as scheduled by the TOM in each proceeding meeting.	TOM/PO/TL
6*	Weekly Technical Review Meeting – Minutes	As directed by TOM	TOM/Designated representative
7	Meeting Agendas	Within one (1) business day before meeting time	TOM/PO/TL
8	Meeting Minutes and Action Items	Within one (1) business day of publication	TOM/PO/TL
9	Attend Forward Scheduled Changes Meeting	Daily (Monday – Friday) @ 7:30 a.m.	TOM/PO/TL
10	Attend Change Management Meeting	Weekly	TOM/PO/TL
11	Attend DART /ORR Meeting	Weekly	TOM/PO/TL
12	Sprint stand-up, retrospection, planning, backlog grooming capacity planning, budget meetings	On need basis	PO/TL
13*	RCA Reports for Problem Alerts	Within 24 hours of service restoration	TOM/PO/TL
14	Prototype/demo/presentation of new technologies/tools	On need basis	TOM/PO/TL
15	Platform Services software license audit and data collection	On need basis	TOM/PO/TL

16	Documentation in the areas of Engineering, development, maintenance and operations	On need basis	TOM/PO/TL
17	Automation code fixes, enhancements, images/baselines and features report	Bi-weekly and quarterly	TOM/PO/TL
18	Provision or upgrade platform infrastructure based on Product team requirement	As required by USPTO needs	PO/TL
19	Remediate security vulnerabilities	As required by USPTO and federal policy/procedures	PO/TL
20	Letter of Completion	At project completion	TOM/Designated representative
21	Final PWS	Within 30 days from date of award	TOM/ Designated representative

The starred(*) items above will be used for surveillance and metrics to ensure the following SLAs are met.

6.2 Service Level Agreements

Respond to email notifications during operating hours (5am to 6pm Monday – Friday)	< 15 minutes
Respond to email notifications during on-call	< 30 minutes
Answer calls during operating hours (5am to 6pm Monday – Friday)	< 15 minutes
Answer calls during on-call	< 15 minutes
Identify and isolate problems/issues	< 30 minutes
Resolve issues during operating hours (5am to 6pm Monday – Friday)	< 1 hour
Resolve issues during on call	< 2 hours

7. PERIOD OF PERFORMANCE (POP)

Base Period: 4/4/2023 – 1/3/2024
 Option Period 1: 1/4/2024 – 1/3/2025
 Option Period 2: 1/4/2025 – 1/3/2026
 Option Period 3: 1/4/2026 – 1/3/2027
 Option Period 4: 1/4/2027 – 1/3/2028
 Option Period 5: 1/4/2028 – 4/3/2028

8. PLACE OF PERFORMANCE

8.1 Location:

USPTO does not require on-site support under this contract. Work will be performed off-site (contractor's site) and / or remotely (e.g. work from home).

Remote work is authorized for this contract. If proposed, the proposal shall include:

- 8.1.1 Description of work to be completed remotely: The What
- 8.1.2 Process of building and maintain high functioning teams: The How
- 8.1.3 Remote work schedules: The When
- 8.1.4 Key personnel and labor categories performing remote work: The Who
- 8.1.5 Recommendation/analysis of value of Contract Access Site (CAS) versus government furnished workstations.

8.2 Operating Hours and Government Closures

8.2.1 Operating hours:

Monday through Friday (except holidays), 5:00am to 6:00pm EST/DST. Individual contractor schedules may be staggered so long as the core hours are covered by no less than one contractor.

8.2.2 On-Call support:

Monday through Friday, 6:00pm to 5:00am.

Saturday, Sunday, and Holidays (emergency, standard and any other).

Any other scenario not covered above.

9. ACCESS TO GOVERNMENT FACILITIES

The performance of this contract require contractors to have physical access to Federal premises or access to a Federal information system. Any items or services delivered under this contract must comply with the Department of Commerce/USPTO personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24. During all operations on Government premises, contractor personnel must comply with the rules and regulations governing the conduct of personnel and the operations of the facility. 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. The Contractor must insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

10. SPECIAL REQUIREMENTS

10.1. Constraints

- 10.1.1. Mixed technology environment consisting of Linux and Windows servers, VMware, HP-UX, AIX.
- 10.1.2. Mix server Lifecycle environment consisting of out of support, near end of life and current supported servers
- 10.1.3. Multiple computing environments consisting of two data centers and multiple public clouds

10.1.4. 24 X 7 operations and maintenance coverage

10.2. Government Furnished Equipment (GFE), Information (GFI), Software (GFS), or Property (GFP)

10.2.1. The Contractor must maintain an inventory accounting system for Government Furnished Equipment (GFE), Government Furnished Software (GFS), and other Government Furnished Tools. The Contractor must provide the COR with the information necessary to manage GFE under this contract. All Government Property must be maintained per FAR 52.245-1.

10.2.2. The Contractor must return such property in the condition in which it was received, except for reasonable wear and tear and except to the extent that such property has been incorporated in material delivered under this order or has been consumed in normal performance of this order. Subcontractors must comply with the provisions of FAR Part 45.

10.2.3. The USPTO may provide the following GFE/GFI/GFS:

- Computers or virtual machine (VM) access and associated operations manuals, instructions and documentation for any onsite contractors.
- For offsite/hybrid contractors USPTO may provide government furnished equipment (GFE) when it is in the best interest of the Government, otherwise the Contractor will be provided a VM or will work with USPTO to set up a Contractor Access System (CAS) Admin site to virtually image into USPTO network with contractor furnished equipment.
- Access to USPTO's required system, application, and data files to be given after contract award.
- Access to appropriate USPTO personnel and program documentation as required.
- Laptops for onsite personnel required to connect to the Government network will be dependent on the amount of development performed under the contract. Additional laptops may be provided if necessary, during the POP when requested by the Contractor and agreed to by the Project Manager and COR.

10.2.4. The Contractor must track and keep an inventory of Government Furnished Property (GFP) and GFE in accordance to DOC/USPTO Agreement & Receipt of Property.

10.2.5. During the onboarding process, the Contractor must provide a list of names, employee identification numbers and phone numbers for all personnel identified to support this contract. The Contractor must provide completed and signed Receipt of Property agreements to the COR for all Contractor personnel that require computer equipment.

10.2.6. All Government furnished property and equipment (GFP/GFE) must be listed on the Asset Information tracking log by the Contractor, maintained and submitted with Monthly Status Report. All GFP/GFE must be returned to the USPTO COR upon employee separation from the Government and as instructed in writing 15 days prior to completion of the TO POP.

10.2.7. Contractor Access Zone that can allow the Contractor access to a USPTO network drop in their designated facility that allows access to the collaboration services identified within the PTONet, if applicable.

10.3. Government Furnished Data (GFD)

The Government will deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as agreed upon.

- a) License rights to all Government-furnished data and reference documents remains with the Government.
- b) The Contractor must use the Government-furnished data and reference documents only in connection with this contract.
- a) Government-furnished data and reference documents must be returned to the Government upon conclusion of the contract or as otherwise specified.

10.4. Travel

If required, the contractor shall travel as approved by the designated COR during the performance of this contract to attend meetings, conferences or conduct other official business covered under this contract. The contractor shall ensure adequate funding is available for costs of travel prior to incurring costs. Contractor travel payment is limited to reasonable and allowable costs to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Government's Joint Travel Regulations and allowable per FAR 31.205-46. If travel is required it will be separately negotiated and a modification issued to the contract.

Contractor will be responsible for all travel costs related to contractor and subcontractor personnel Personal Identity Verification (PIV) cards. PIV cards can be issued at USPTO Headquarter or any regional sites.

10.5. Agile Management Plan (AMP) and Key Personnel

10.5.1. Contractors shall propose an Agile Management Plan (AMP) which demonstrates how the Contractor intends to manage, develop, implement, and maintain the requirements described in this PWS and the RFP. The plan shall include, at a minimum:

- a) Contact information for all senior leaders and an organizational chart showing the Offeror's organizational hierarchy and reporting structure, with specific designation of individuals as Key Personnel.
- b) Management resources.
- c) Technical resources and skill sets required to develop, implement, and maintain the proposed solution.
- d) Details on the management of the Contractor's team that will be on-site.
- e) Transition Plan

10.5.2. AMP and the listing of Key Personnel shall become part of the contract upon award.

10.5.3. At a minimum, a Program Manager must be identified and designated as Key Personnel. There may be more than one Program Manager. The Program Manager will be a direct liaison to USPTO's TOM/COR. The Program Manager must be a senior staff member and is responsible for the supervision and management of the Contractor's personnel, technical assistance, and interface and compliance with instructions from USPTO's COR. Desired skills/experience for the Program Manager include:

- a) Experience in technical leadership.

- b) Ability to rapidly prioritize competing requirements.
- c) Ability to understand and simplify customer requirements.
- d) Ability to communicate end user feedback to technical and design leads.
- e) Computer Science or Engineering degree or equivalent work experience.
- f) Strong communication skills.
- g) Proven knowledge of industry standards.
- h) Proven knowledge of managing Agile Software Development efforts.

10.5.4. App Specialist L1 (SME), App Specialist L2 (Senior SME), Senior Solutions Architect, or qualified resources that possess similar skillsets to provide the full scope of expertise and capabilities required to perform objectives in this SOO. Following certifications are recommended:

10.5.4.1.AWS(administration/architecture)

10.5.4.2.Java(development/architecture)

10.5.4.3.Linux(administration/architecture)

10.5.4.4.Working proficiency in Ruby, Ansible, Terraform, Puppet, Python, Kubernetes and Middleware stack

10.5.5. The key personnel must be available for frequent meetings in person or via teleconference regardless of their location. The vendor will be given no less than twenty-four (24) hours' notice prior to the necessary meeting.

10.5.6. Before replacing any individual designated as key personnel, the contractor shall notify the CO no less than 10 business days in advance, submitting written justification for the replacement, and providing the name and qualifications of any proposed substitute(s). The federal government reserves the right to reject any proposed replacement that does not demonstrate the necessary experience and proficiency required.

10.5.7. All contractor personnel attending meetings, answering government telephones and working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are government officials. They must also ensure that all documents or reports produced are suitably marked as contractor products or that contractor participation is appropriately disclosed.

10.5.8. The contractor shall coordinate transition activities to ensure no disruption to USPTO Operations. The contractor shall participate in all meetings related to transition planning and support such as plan of the day meetings, as well as those monitoring and collaborating on familiarization training and knowledge transfer. USPTO anticipates facilitating regular meetings during the transition period, which would include representatives of the transition teams from both the current and incoming contractors. Initial draft of the plan should include at a minimum: transition in timeline, staffing approach, understanding of the specific tasks and subtasks; project management expectations; delivery goals and objectives, expected meeting schedules and key milestone dates.

10.6. Training

- 10.6.1. The Government will provide the contractor with appropriate training for government-unique systems. The Contractor is responsible for and shall ensure staff are properly trained and hold the appropriate credentials as required for the services being performed.
- 10.6.2. Contractor assigned to work on this contract must complete the applicable USPTO IT Security Awareness Training (provided upon contract award) before performing any work under this contract (this training is available to new contractors, even if they do not have a PIV card). Thereafter, the contractor must complete the USPTO IT Security Awareness Training at least annually, during the life of this contract. All provided training must be compliant with USPTO training policies.
- 10.6.3. Role-based Training. Contractor with significant security responsibilities (as determined by the program manager or generally, any individual who has any security responsibilities that are more than the security responsibilities that any end-user would have, e.g., an Information System Security Officer, an Information System Security Manager, or any individual working within the Cybersecurity Division of the Office of the Chief Information Officer) must complete role-based training annually in accordance with USPTO policy.

11. SECURITY REQUIREMENTS

11.1. *Privacy Act (April 1984)*

- 11.1.1. Work on this project may require that Contractor personnel have access to personal information subject to the Privacy Act of 1974 (PL 93-579 and amendments). Control and security of USPTO data is a primary responsibility of the Contractor. Contractor must assure the integrity of the USPTO patent and trademark data and take no action that will cause or give the perception of a breach of USPTO data integrity. Contractor shall notify the USPTO (within 1 hour of breach or incident occurring) by contacting the USPTO CIO Command Center (C3) (available 24 hours 7 days a week) or calling 571-272-6700 or by email ciocommandcenter@uspto.gov; or the USPTO Computer Incident Response Team (CIRT) by using either the CIRT@USPTO.GOV.
- 11.1.2. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.
- 11.1.3. It is the Contractor's responsibility to familiarize and brief its employees and subcontractors on the provisions of the Privacy Act. FAR clauses, 52.224-1: "Privacy Act Notification" and 52.224-2: "Privacy Act", are hereby incorporated by reference.
- 11.1.4. The confidentiality and disclosure provisions of Title VII of the Civil Rights Act of 1964 and Title I of the American with Disabilities Act prohibit disclosure of any charge or charge-related information. The contractor shall agree that such information will not be disclosed and will only be used for the performance of their responsibilities under this contract.

(End of clause)

11.2. *Privacy or Security Safeguards (August 1996)*

FAR 52.239-1, Privacy or Security Safeguards <https://www.acquisition.gov/far/52.239-1>privacy-or-security-safeguards

- 11.2.1. The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- 11.2.2. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- 11.2.3. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

11.3. Confidentiality and Nondisclosure of Patent Information

- 11.3.1. The preliminary and final deliverables and all associated working papers and other material deemed relevant by the agency that have been generated by the contractor in the performance of this contract, are the property of the U.S. Government and must be submitted to the COR at the conclusion of the contract.
- 11.3.2. The Government has unlimited data rights to all deliverables and associated working papers and materials in accordance with FAR 52.227-14. All documents including drawings, designs, cuts, illustrations, negatives or other written or photographic data furnished by the Government to the Contractor for the necessary performance of this contract are the property of the U.S. Government and cannot be reproduced, or retained by the contractor.
- 11.3.3. All appropriate project documentation will be given to the agency during and at the end of this contract. The contractor shall not release any information without the written consent of the CO.
- 11.3.4. Personnel working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.
- 11.3.5. All drawings, designs, cuts, illustrations, negatives or other written or photographic data furnished by the Government to the Contractor for the necessary performance of the contract shall be and remain the sole property of the Government. The Contractor agrees not to assert any rights, or to establish any claim under the design, patent, trademark, or copyright laws, or to publish or reproduce such matter in whole or in part in any manner or form except as provided under this agreement.

11.4. Duplication and Disclosure of Confidential Data

- 11.4.1. Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data that is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties.
- 11.4.2. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the USPTO or otherwise.

11.4.3. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any and all subcontractors and consultants used by the Contractor.

11.5. USPTO Data Rights and Access to Contractor's Technical File

11.5.1. 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.

11.5.2. 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.

- 11.5.3. 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.
- 11.5.4. 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.
- 11.5.5. The Government retains unlimited rights to all federal licensed data and federally managed data and metadata that USPTO either has license rights in or manages that is handled under this contract. Specifically, the Government retains license rights in any user created/loaded data and applications collected, maintained, used, or operated on behalf of USPTO and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to USPTO within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data must be provided at no additional cost to USPTO.
- 11.5.6. The Contractor, in conjunction with USPTO Product Teams, ensures cloud services comply with the Federal Information Security Management Act (FISMA), the National Institute of Standards and Technology (NIST), and the Federal Risk and Authorization Management Program (FedRAMP) requirements and USPTO policies. The FISMA established a framework that's designed to keep government information and operations safe from the cybersecurity threats facing them. FISMA regulations apply to all Federal Agencies as well as government contractors if they operate federal systems.
- 11.5.7. Contractor assumes responsibility for the security and protection of the USPTO Data under its control.

11.6. Secrecy and Use of Patent Information (if applicable)

- 11.6.1. Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-know basis. The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under this contract. Furthermore, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished to the Contractor by the Government, or obtained by the Contractor from the Government, except in performing the requirements of this contract. Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or of patent application folders. All processing, storage, or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO. All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

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

11.6.2. Each employee’s signed oath, or affirmation, shall be retained in the Contractor’s file, subject to inspection by authorized Government representatives. Without advance notice, the Government shall have the right to inspect the Contractor’s premises, records, and work in process pertaining to the secrecy of patent information.

11.7. Rules of the Road Policy

The Contractor shall:

- a. Comply with the applicable USPTO Rules of the Road and any specific rules provided by the Program Office.
- b. Read and adhere to the Rules of the Road before accessing USPTO data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual USPTO IT Security Awareness Training.
- c. Sign Rules of the Road. Signed copies of must be kept on file by the CO/COR.

11.8. Security Clearances

The Contractor shall ensure all staff has the required level of security clearance commensurate with the sensitivity of the information being stored, processed, transmitted or otherwise handled by the System or required to perform the work stipulated by the contract/contract. At the minimum, all Contractor staff shall be subjected to a Public Trust background check and be granted a Public Trust clearance before access to the System or USPTO resources is granted.

11.9. USPTO Personal Identity Verification Card Requirements for Contractors

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):

- a. Display Name [Last Name, First Name (Name of Employer)]
- b. First Name (Note*this must be spelled identically to how it was provided in their security information)
- c. Last Name (Note*this must be spelled identically to how it was provided in their security information)
- d. Suffix
- e. Date of Birth
- f. USPTO Email Address
- g. Employee Affiliation

- h. Log-On-ID
- i. Citizenship Code
- j. Employee ID

The Contractor shall provide any additional information, as requested by the COR, determined to be necessary for issuance of a PIV Card.

11.10. USPTO Remote Work Requirements

11.10.1. The following additional requirements must also be met:

- a) All authorized telework shall be conducted solely on USPTO authorized systems, devices, and baseline configurations over USPTO approved remote access systems and access technologies.
- b) 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.
- c) All authorized telework shall only access USPTO and/or Contractor networks and system via Virtual Private Network (VPN) or other connection authorized by the USPTO granted ATO.
- d) 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.
- e) 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.
- f) The Contractor shall be responsible for any costs/expenses associated in making its staff telework ready.
- g) 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).

11.11. Safeguarding Controlled Unclassified Information (CUI)

11.11.1. Controlled Unclassified Information (CUI) is defined as “information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information.” The contractor (and/or any subcontractor) 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](#).

11.11.2. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

- a) Marked appropriately in accordance with NARA CUI Marking Handbook (current version <https://www.govinfo.gov/content/pkg/FR-2016-09-14/pdf/2016-21665.pdf>).
- b) Implementation of USPTO approved system warning banner on all systems processing or storing CUI.

- c) Disclosed to authorized personnel on a “Need-To-Know” basis.
- d) Protected in accordance with NIST SP 800-53, Rev. 5 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.
- e) Reported when any CUI data leak, breach, or intrusion by unauthorized parties is suspected; and Returned to USPTO control, dispose 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 NIST SP 800-88, *Guidelines for Media Sanitization* and USPTO, *Media Sanitization Policy*.

11.12. Protection of Information

- 11.12.1. The Contractor is responsible for properly protecting all information used, gathered, or developed as a result of work under this contract. The Contractor also protects all Government data, equipment, and similar and related items by treating the information as sensitive. All information about the systems gathered or created under this contract is considered sensitive information. This information must be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area they must protect it to the same extent they use to protect their proprietary data and company trade secrets. The use of any information that is subject to the Privacy Act must be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.
- 11.12.2. The Government retains unrestricted rights to government data. The ordering activity retains unlimited license rights in any user created/loaded data and applications hosted on vendor’s infrastructure, as well as maintains the right to request full copies of these at any time.
- 11.12.3. The data that is processed and stored by the various applications within the network infrastructure contains financial data as well as personally identifiable information (PII). This data and PII must be protected against unauthorized access, disclosure or modification, theft, or destruction. The contractor ensures that the facilities that house the network infrastructure are physically secure.
- 11.12.4. The data must be available to the Government upon request within one (1) business day or within the timeframe specified otherwise, and must not be used for any other purpose other than that specified herein. The contractor provides requested data at no additional cost to the Government.
- 11.12.5. In accordance with FAR Part 52-239-1, the Contractor must not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government. All requests for release must be submitted in writing to the COR/CO.

11.13. Information Technology (IT) Security Implementation

- 11.13.1. 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 contracts, consultants, vendors, 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 must notify the CIO Command Center with a copy 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://www.cisa.gov/uscert/sites/default/files/publications/Federal_Incident_Notification_Guidelines.pdf

- 11.13.2. 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 includes theft, misappropriation, significant misuse, criminal activity, and or significant malfeasants by contractor staff and its subordinates (subordinates meaning subcontractors, teammates, independent contractors, 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 government furnished data and or Authority to Operate (ATO) system of the contract.
- 11.13.3. The USPTO has developed Security Assessment and Authorization processes to ensure the integrity, confidentiality and the availability of its data and information systems. National Institute of Standards Technology (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.
- 11.13.4. The Contractor's systems must have a valid 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 ATO (signed off by the USPTO AO, co-AO, or designee) prior to going into operation and processing USPTO information.
- 11.13.5. 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 must submit to the Contracting Officer's Representative, 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 the following and related items: system components implementing and managing Government approved systems 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 must ensure an independent third-party assessment of all applicable security and privacy controls outlined in NIST 800-53 (current version) or superseding language and must submit an updated system authorization package for an ATO decision.
- 11.13.6. The Contractor's system to include the following and related items: 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 must 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.

- 11.13.7. The Contractor shall participate and respond to USPTO OIG-performed security audits.
- 11.13.8. The Contractor shall ensure incorporation of and compliance with Cybersecurity objectives and information security concepts to include Risk Management Framework (RMF) Process throughout the USPTO Trademark product life-cycle.
- 11.13.9. 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.
- 11.13.10. The Contractor shall provide diverse Cybersecurity and Information Assurance (IA) services that enforce, comply with, and support the Department of Commerce (DOC) and USPTO IT Security Policies and Procedures.
- 11.13.11. The Contractor shall provide system security in compliance with: the Federal Information Security Management Act (FISMA), security-related guidelines and requirements for federal agencies issued by the National Institute of Standards and Technology (NIST), security-related OMB Circulars and Memorandums (e.g., OMB Circular A-130), and any future statutes, regulations, requirements, or guidelines for federal agencies relating to information and/or information system security.
- 11.13.12. The Contractor must adhere to all current Government policies, procedures and guidance for the USPTO Security Authorization and Risk Management processes, including FISMA, which requires initial and annual security assessments to include the Department of Homeland Security (DHS) Continuous Diagnostics and Mitigation (CDM) program related requirements.
- 11.13.13. 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 DHS Cybersecurity and Infrastructure Security Agency (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 USPTOs internal monitoring and risk management programs, the contractor must 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 when required by the Government as part of the overall agencies publicly accessible Internet presence.

11.13.14. The Contractor, teammates, subcontractors and independent contractors, are hereby notified that the USPTO cybersecurity 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 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 the following and related activities 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 penetration testing and red team activities (systems, networks, data, and facilities) will be performed by the federal government to test the protection of USPTO information and systems
- Active participation of USPTO federal and contractor Cybersecurity personnel as well as other critical partners with jurisdictional authority including Department of Commerce (DOC) Office of the Inspector General (OIG), DHS, Federal Bureau of Investigation (FBI), Federal Protective Services (FPS), local and state law enforcement, and related.

11.13.15. The Contractor, teammates, subcontractors and independent contractors, must 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 the following and related actions: announced and unannounced (as determined by the USPTO CISO):

- Onsite and remote application, infrastructure, and system vulnerability scanning
- Onsite and remote application, infrastructure, and system compliance scanning
- Onsite and remote physical and logical penetration testing
- Onsite and remote capture of data and artifacts necessary to conduct, document, and support all aspects of the USPTO Information Security program inclusive.
- Access to all logs and other application and system data produced by software [including the following and related services commercial-off-the-shelf, contract specific custom (“software first produced in the performance of this contract), government-off-the-shelf, and or OSS] utilized in conjunction with or for the performance of this contract and the USPTO data is in transit, resides, is stored or is at rest.
- Production of system documentation that includes: 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, and similar and related items, 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.

- 11.13.16. The Contractor is required to perform security compliance activities associated with the requirements identified in NIST 800-37 (current version), “Guide for Applying the Risk Management Framework to Federal Information Systems” and NIST 800-53 (current version), “Security and Privacy Controls for Federal Information Systems and Organizations.” The Contractor shall also develop specific documentation that meets the USPTO requirements for Security Authorization Program and Continuous Monitoring and Activities including assessment of the impacted controls and scan of the systems/applications.
- 11.13.17. The Contractor shall comply with all Federal, Department of Commerce (DOC) and USPTO security and privacy guidelines in effect at the time of the award of this contract.. The Contractor shall perform periodic reviews to ensure compliance with existing information security and privacy requirements. The Contractor shall make all system information and documentation produced in support of the contract available to the agency and agency auditors upon request.

11.14. Privacy Compliance Requirements

- 11.14.1. Personally identifiable information (PII) data is not in the scope of the acquisition and PII data is not expected to be stored, processed, or transmitted in the vendor's SaaS solution
- 11.14.2. The contractor shall work with USPTO to prepare a Privacy Threshold Assessment (PTA) to confirm and document PII is not in scope, or to determine which categories of information will be stored, processed, or transmitted by the system. The PTA must be completed before development begins and whenever a change with a privacy impact (e.g., a new category of information is collected) is made to an existing system. PTAs are required as part of USPTO’s process to determine whether a Privacy Impact Assessment (PIA) and/or a System of Records Notice (SORN) is required, and if any other privacy requirements apply to the information system
- 11.14.3. Privacy data (should it come into scope) will require that the vendor’s SaaS solution be FedRAMP authorized at least at the FIPS PUB 199 Moderate level.
- 11.14.4. The collection, maintenance or dissemination of any PII that is subject to the Privacy Act and/or the E-Government Act will be handled in full accordance with all USPTO Rules of the Road and in accordance with USPTO Privacy Program requirements.

11.15. Revocation of a Cloud Service

USPTO has the right to act in response to the Cloud Service Provider’s (CSP’s) lack of compliance and/or increased level of risk. In the event the CSP fails to meet USPTO and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, USPTO may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

11.16. Data Jurisdiction

The Contractor shall store all information within the security authorization boundary, data at rest or data backup, within the Continental United States (CONUS).

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Technical Approach

Source Selection Information – See FAR 2.101 and 3.104

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

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PWS Requirement	Technical Proposal Reference	Figure, Table Reference
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PWS Requirement	Technical Proposal Reference	Figure, Table Reference
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PWS Requirement	Technical Proposal Reference	Figure, Table Reference
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Attachment B - Pricing Sheet Revised on March 20, 2023

Pricing with Contractor Furnished Equipment (CFE)

Base Period - Nine (9) months from date of award		
CLIN	Supplies/Services	Total Price
0001	EIPL RPP - Platform Services (Labor Hour), Off-Site	(b) (4)
Base Period Total		(b) (4)

Option Period 1 (if exercised) - One year from base period expiration		
CLIN	Supplies/Services	Total Price
1001	EIPL RPP - Platform Services (Labor Hour), Off-Site	(b) (4)
Option Period 1 Total		(b) (4)

Option Period 2 (if exercised) - One year from Option Period 1 expiration		
CLIN	Supplies/Services	Total Price
2001	EIPL RPP - Platform Services (Labor Hour), Off-Site	(b) (4)
Option Period 2 Total		(b) (4)

Option Period 3 (if exercised) - One year from Option Period 2 expiration		
CLIN	Supplies/Services	Total Price
3001	EIPL RPP - Platform Services (Labor Hour), Off-Site	(b) (4)
Option Period 3 Total		(b) (4)

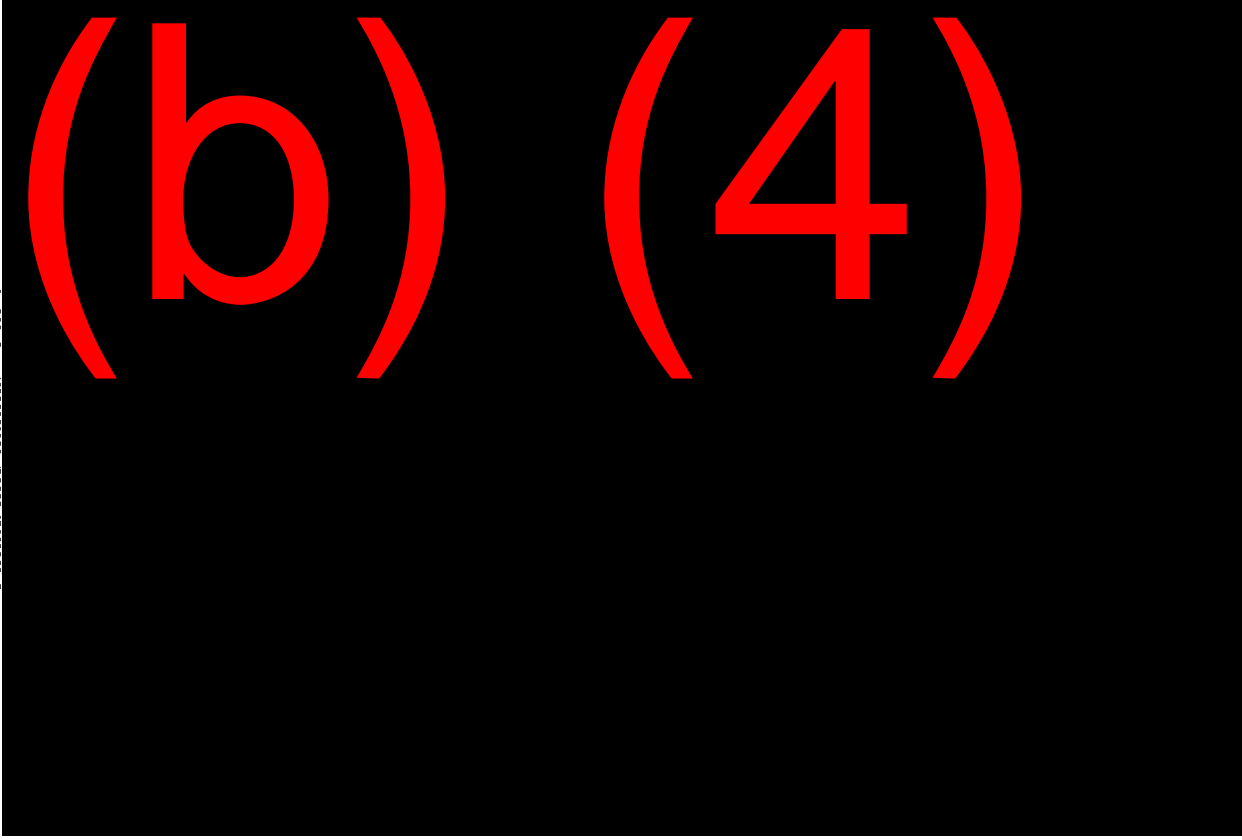
Option Period 4 (if exercised) - One year from Option Period 3 expiration		
CLIN	Supplies/Services	Total Price
4001	EIPL RPP - Platform Services (Labor Hour), Off-Site	(b) (4)
Option Period 4 Total		(b) (4)

Option Period 5 (if exercised) - Three (3) months from Option Period 4 expiration		
CLIN	Supplies/Services	Total Price
5001	EIPL RPP - Platform Services (Labor Hour), Off-Site	(b) (4)
Option Period 5 Total		(b) (4)

GRAND TOTAL		(b) (4)
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Attachment B - Pricing Sheet Revised on March 20, 2023

Label mix details 1 of 2



Attachment B - Pricing Sheet Revised on March 20, 2023

Labor mix details - 2 of 2

(b) (4)