

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 10/28/2010		2. CONTRACT NO. (If any) GS-00Q-09BGD0048		8. SHIP TO:		
3. ORDER NO. DOC44PAPT1102018		4. REQUISITION/REFERENCE NO. 289P1150075		a. NAME OF CONSIGNEE		
5. ISSUING OFFICE (Address correspondence to) Office of Procurement, US Patent and Trademark Office, Attn: MS 6, Office of Procurement, P.O. Box 1450, Alexandria, VA 22313-1450				b. STREET ADDRESS		
7. TO:				c. CITY		e. ZIP CODE
a. NAME OF CONTRACTOR SAIC				f. SHIP VIA		
b. COMPANY NAME SAICSCIENCE APPLICATIONS INTERNATIONAL CORPORATION				8. TYPE OF ORDER		
c. STREET ADDRESS 1710 SAIC DR				<input type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY MCLEAN		e. STATE VA	f. ZIP CODE 22102-3703		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See line detail				10. REQUISITIONING OFFICE OCIO/AED/Patent Systems Division, US Patent and Trademark Office, 600 Dulany Street, MDW-6A54, Alexandria, VA 22314		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination		
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> VETERAN-OWNED						
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %
a. INSPECTION	b. ACCEPTANCE					

17. SCHEDULE (See reverse for Rejections)

Item No. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
See Section B						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. Cont. pages)
	21. MAIL INVOICE TO: (571) 272-6400						
	a. NAME OFFICE OF FINANCE						
	b. STREET ADDRESS(or P.O. Box) Dir. US Patent & Trademark Ofc, PO Box 1450, Mail Stop 17						
c. CITY Alexandria			d. STATE VA	e. ZIP CODE 22313	██████████		17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) 					23. NAME (Typed) V'Anne Tugbang TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2008)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section B - Supplies or Services and Prices/Costs

COTR: Long Ung (571) 272-5180
 TOM: John Sheers (571) 272-5568

POP: November 1, 2010 - February 18, 2011.

ITEM NO	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Patent End-to-End Processing - Contractor Support - System Definition Phase	1.000000	EA	[REDACTED]	[REDACTED]
Period of Performance: -		Delivery Schedule:			
		<u>Delivery Number</u>	<u>Delivery Date</u>	<u>Quantity</u>	
Description:					
Requisition Number: 289P1150075					
Base/Option (Period or Quantity): Base					
1. 2011 - A - 289110 - SPE2E0 - DP01 - S20001 - NONCOMP - 3155 - - BP - 2060 - 0001 - 150000					
0002	Patent End-to-End Processing - Contractor Support - Solution Architecture and Documentation Phase	1.000000	EA	[REDACTED]	[REDACTED]
Period of Performance: -		Delivery Schedule:			
		<u>Delivery Number</u>	<u>Delivery Date</u>	<u>Quantity</u>	
Description:					
Requisition Number: 289P1150075					
Base/Option (Period or Quantity): Base					
1. 2011 - A - 289110 - SPE2E0 - DP01 - S30003 - NONCOMP - 3155 - - BP - 2060 - 0001 - 150000					
0003	Patent End-to-End Processing - Contractor Support - System Design Phase	1.000000	EA	[REDACTED]	[REDACTED]
Period of Performance: -		Delivery Schedule:			
		<u>Delivery Number</u>	<u>Delivery Date</u>	<u>Quantity</u>	
Description:					
Requisition Number: 289P1150075					
Base/Option (Period or Quantity): Base					
1. 2011 - A - 289110 - SPE2E0 - DP01 - S40001 - NONCOMP - 3155 - - BP - 2060 - 0001 - 150000					
0004	Patent End-to-End Processing - Contractor Support - Design Documentation Phase	1.000000	EA	[REDACTED]	[REDACTED]
Period of Performance: -		Delivery Schedule:			
		<u>Delivery Number</u>	<u>Delivery Date</u>	<u>Quantity</u>	
Description:					
Requisition Number: 289P1150075					
Base/Option (Period or Quantity): Base					
1. 2011 - A - 289110 - SPE2E0 - DP01 - S40005 - NONCOMP - 3155 - - BP - 2060 - 0001 - 150000					

0005	Patent End-to-End Processing - Contractor Support - Systems Development Phase	1.000000	EA	[REDACTED]	[REDACTED]
Period of Performance: -		Delivery Schedule:			
Description:		<u>Delivery Number</u>	<u>Delivery Date</u>	<u>Quantity</u>	
Requisition Number: 289P1150075					
Base/Option (Period or Quantity): Base					
1. 2011 - A - 289110 - SPE2E0 - DP01 - S50001 - NONCOMP - 3155 - - BP - 2060 - 0001 - 150000					

Contractor shall provide a prototype/architectural solution in accordance with its proposal dated August 5, 2010 and as revised October 20, 2010.

Accounting and Appropriations Data:

Accounting and Funding Total:
[REDACTED]

Section I - Contract Clauses**52.209-8 Updates Of Information Regarding Responsibility Matters (Apr 2010)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

PTO-03 USPTO/Invoices

These terms and conditions incorporate new Central Contractor Registration (CCR) requirements.

Contractors shall include their DUNS number (or DUNS+4, whichever is appropriate) on all invoices. Failure to do so may result in processing delays.

PTO-04 Security Clause

ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the right of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the 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.

DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO, or to which the Contractor will have access as a result of this contract, is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretation thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions, without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

GOVERNMENT FURNISHED DATA (IF APPLICABLE)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order(s).

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract.

Upon completion of or termination of this contract, the Contractor shall return to the Government all GFD.

RIGHTS IN DATA (IF APPLICABLE)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS com-

puter 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 of all software first produced in the performance of this contract. 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.

SECRECY AND USE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-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 the contract. Further, 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 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 or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter, and that I take this obligation freely, and without mental reservation or purpose of evasion."

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

PTO-06 Limitation on Contractor Advertisements

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

PTO-08 Physical Access

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

PTO-17 Contractor FOIA Requirement

Upon award of any contract resulting from this solicitation, the contractor shall be required to submit in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.