

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 16SP0630169		PAGE 1 OF 4							
2. CONTRACT NO. DQC5DPAPT0601005		3. AWARD/EFFECTIVE DATE 01/01/2008		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL: Office of Procurement - U.S. Patent and Trademark Office P.O. Box 1450 - Mail Stop 6, 600 Dulany Street, MDE, 7th Floor Alexandria, VA 22313-1450 TEL: () - ext. FAX: () - ext.				a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY Office of Procurement - U.S. Patent and Trademark Office P.O. Box 1450 - Mail Stop 6, 600 Dulany Street, MDE, 7th Floor Alexandria, VA 22313-1450 TEL: () - ext. FAX: () - ext.				CODE 000PA		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0.00% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 516210 SIZE STANDARD: Over 17,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %			
15. DELIVER TO International Liaison Staff U.S. Patent and Trademark Office, 600 Dulany Street, MDW, 8th Floor, C63 Alexandria, VA 22313-1450 Attn: Christopher Y. Kim				CODE		16. ADMINISTERED BY Office of Procurement - U.S. Patent and Trademark Office, P.O. Box 1450 - Mail Stop 6, 600 Dulany Street, MDE, 7th Floor Alexandria, VA 22313-1450				CODE 000PA			
17a. CONTRACTOR/ OFFEROR Thomson Scientific 14 Great Queen Street London WC2B 5DF, PQ 98989 TELEPHONE NO. (440) 207-3442 ext. 800				CODE P		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
<div>(Use Reverse and/or Attach Additional Sheets as Necessary)</div>													
25. ACCOUNTING AND APPROPRIATION DATA 2008 - - A - 163450 - - 2574 - - S26246 - 163450 - - - - NONCOMP - - -										26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES													
<input checked="" type="checkbox"/> 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 HEREIN.													
29. AWARD OF CONTRACT: REF. OFFER <input type="checkbox"/> DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:													
30a. SIGNATURE OF OFFEROR/CONTRACTOR Brian Tyler						31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER Page Etzel							
30b. NAME AND TITLE OF SIGNER (Type or print) Brian Tyler						30c. DATE SIGNED 12/20/05		31b. NAME OF CONTRACTING OFFICER (Type or print) Page Etzel				31c. DATE SIGNED 12/20	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE													
STANDARD FORM 1449 (REV. 4/2002) Prescribed by GSA - FAR (48 CFR) 53.212													

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	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
41c. DATE		42c. DATE REC'D (YYMMDD)		42d. TOTAL CONTAINERS

Line Item Summary		Document Number DOC50PAPT0601006		Title THOMSON SCIENTIFIC		Page 3 of 4	
Total Funding: [REDACTED]							
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org
2006	A	163450		2674		S25246	163450
Division		Closed FYs		Cancelled Fund			
Proj/Job No.		Sub		Reporting Category			
				NONCOM			
Line Item Number	Description	Delivery Date (Start Date to End Date)		Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001						\$0.00	
Ref Req No: 163P0630183							
							Total Cost:
							\$0.00
Procurement POC Joe Trola (571) 272-8407. Program Office POC Chris Kim (571) 272-7815. Contractor POC Holly Chong-Williams (703) 908-2386.							

Contract Level Funding Summary	Document Number DOC50PAPT0601006	Title THOMSON SCIENTIFIC	Page 4 of 4
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2006 - - A - 163450 - - 2574 - - S25246 - 163450 - - - - NONCOMP - - - -



Reference Requisition: 163P0630183

Total Funding: 

SECTION B – SUPPLIES OR SERVICES AND PRICES – PART I**B.1 SCHEDULE**

CLIN	DESCRIPTION	PRICE
Base Year (January 1, 2006 – December 31, 2006)		
0001	Non-exclusive license for the government use of the contractor's international patent database [REDACTED] [REDACTED] Non-exclusive license for the international patent database public accessibility at government facilities. On-site Training. Technical assistance.	N/A
0001AA	1 st Quarter 2006	[REDACTED]
0001AB	2 nd Quarter 2006	
0001AC	3 rd Quarter 2006	
0001AD	4 th Quarter 2006	
Option Year 1 (January 1, 2007 – December 31, 2007)		
0002	Non-exclusive license for the government use of the contractor's international patent database [REDACTED] [REDACTED] Non-exclusive license for the international patent database public accessibility at government facilities. On-site Training. Technical assistance.	N/A
0002AA	1 st Quarter 2007	[REDACTED]
0002AB	2 nd Quarter 2007	
0002AC	3 rd Quarter 2007	
0002AD	4 th Quarter 2007	
Option Year 2 (January 1, 2008 – December 31, 2008)		
0003	Non-exclusive license for the government use of the contractor's international patent database [REDACTED] [REDACTED] Non-exclusive license for the international patent database public accessibility at government facilities. On-site Training. Technical assistance.	N/A
0003AA	1 st Quarter 2008	[REDACTED]
0003AB	2 nd Quarter 2008	
0003AC	3 rd Quarter 2008	
0003AD	4 th Quarter 2008	
Option Year 3 (January 1, 2009 – December 31, 2009)		
0004	Non-exclusive license for the government use of the contractor's international patent database [REDACTED] [REDACTED] Non-exclusive license for the international patent database public accessibility at government facilities. On-site Training. Technical assistance.	N/A
0004AA	1 st Quarter 2009	[REDACTED]

0004AB	2 nd Quarter 2009		
0004AC	3 rd Quarter 2009		
0004AD	4 th Quarter 2009		
Option Year 4 (January 1, 2010 – December 31, 2010)			
0005	Non-exclusive license for the government use of the contractor's international patent database [REDACTED] [REDACTED] Non-exclusive license for the international patent database public accessibility at government facilities. On-site Training. Technical assistance.		N/A
0005AA	1 st Quarter 2010		
0005AB	2 nd Quarter 2010		
0005AC	3 rd Quarter 2010		
0005AD	4 th Quarter 2010		

B.2 PRICING AND INVOICING APPROACH

[REDACTED]

[REDACTED]

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. STATEMENT OF WORK/SPECIFICATIONS

International Patents Database Requirements

The acquisition objective is to acquire a license for a multi-year international patents database with possible value-added features for unlimited government use and limited public use.

Contractor shall have an agreement with commercial hosts to provide USPTO access to the international patents database.

“Government Use” includes use by USPTO employees wherever situated, such as agency telework and work-from-home programs, and USPTO contractors. Limited public use is defined as unlimited access by the general public at USPTO facilities. Value-added features are defined as additional intellectual features or capabilities which exceed the minimum mandatory requirements, including information added to a record by means other than mechanical word-for-word translations.

Coverage

The database shall contain at a minimum records from countries and dates listed in Attachment 1.

Records

Each record in the database shall contain a concise summary of published patent documents from the countries listed in Attachment 1. Each bibliographic record shall contain, at a minimum, the follow elements in English:

Element	Description
TITLE	of invention, enhanced title in English is preferred
APPLICANT(S)/INVENTOR(S)	whichever applies and if available
PATENT-ASSIGNEE(S)	with Classified Assignee(s) code(s)
PUBLICATION DATA	including but not limited to, publication numbers, publication dates, kind codes, country codes
PRIORITY DATA	if available
PATENT-FAMILY	including the publication numbers, publication dates, kind codes, country codes
DESIGNATED-STATES	if a PCT application is present
APPLICATION-DATA	including but not limited to application dates, application numbers and filing country
CLASSIFICATION	ability to retrieve documents using IPC, including current IPC from the Master Classification Database, and where available, IPC 8 assigned to the document from the Master Classification Database. Also, by July 2006, the ability to

	retrieve documents using USPC classifications provided by USPTO.
INDEXING CODES	ability to retrieve documents using deep indexing codes or other code systems other than USPC, IPC, ECLA, FI/F-TERMS for searching specific features of the records would be preferred.
ABSTRACT	translated into English, preferable with value-added information and done intellectually rather than by machine translation. The abstract should be claim-based which incorporates the main technical features and include intellectually selected drawing most representative of the invention, where available. It is recognized that some early dated records may not have abstracts.
KEYWORDS	words/phrases that describe key features of the invention

Classification Search

As described above, each record shall contain at least the updated current IPC classifications from the Master Classification Database and the ability to retrieve documents using the current IPC (including IPC 8 where available) assigned to the document in the Master Classification. By July 2006, records shall also contain USPC classifications provided by the USPTO and the ability to retrieve documents using the USPC classifications provided by USPTO. The USPTO has approximately six million non-US patent documents that have USPC classifications that will be provided to the contractor. The contractor shall incorporate those approximately six million USPC classifications into the records, where available, of the international patents database. As described above, each record shall contain at least the updated current IPC classifications from the Master Classification Database and the ability to retrieve documents using the current IPC (including IPC 8 where available) assigned to the document in the Master Classification. By July 2006, TS will make its best efforts to include in DWPI relevant data from the USPTO collection of approximately six million non-US patent documents that have USPC classifications that will be provided to TS, with the following provisos:

- From Q1 2006, DWPI will contain USPC classifications for all US patents (grants and applications) from 1976 onwards – this means that every DWPI family containing a US patent will also have the relevant USPC assigned to the non-US family members. TS will work with USPTO to determine which patents in the USPTO collection are not already covered by the USPC data in DWPI.
- Inclusion of relevant USPTO provided data will be limited to those 42 patenting authorities currently covered by DWPI (see Volume 2, Appendix 1 of this RFP response for the full list of DWPI Country Coverage).
- USPTO undertake to provide the data in an appropriate and consistent data format, and carry out appropriate quality assurance measures to ensure accuracy and integrity of the data, e.g. standardised and accurate representation of patent numbers.

Backfile data

The backfile data containing all past records shall be delivered in XML format on high-density media, along with applicable documentation and sample files. Future updates to the database shall be in the same format as the backfile. However, until such time that the USPTO is ready to accept records in XML format, TS will continue to provide weekly updates in the current USPTO subscriber format. The USPTO will provide at least two weeks advance notice for the switch over from subscriber format to XML.

Updates

Periodic updates to the database covering latest patent documents issued by the patent authorities shall be provided weekly at a minimum. The periodic updates shall be in the form of complete full record replacements. The data transport method shall be "sftp" between data provider and USPTO.

Technical Assistance

The contractor shall provide technical assistance to load the data at the USPTO to make the database available for searching prior to the first delivery order award date of January 1, 2006. Inspection and acceptance of the database shall not start until it's certified as loaded by the COTR per Section E – Inspection and Acceptance clause of the contract.

Training

The contractor shall supply a computer-based training module for the product that provides instruction on search commands and effective search techniques. The module will be customized for different examining groups by using search examples corresponding to different areas of technology specified by USPTO. The module must be web accessible and meet USPTO standards for Section 508. The contractor shall further supply up to 300 hours of classroom training annually.

Electronic manuals and other help files shall be provided for loading in USPTO search system to provide assistance to the user on the content and use of the database. Paper copies of manuals shall be provided, as required. All materials shall be Section 508 compliant.

Accessibility

There is a need by public users at USPTO public information facilities to access international patents through USPTO search systems. The license shall include the option by USPTO to provide unlimited access to the international patents database through USPTO search systems at public information facilities located at the USPTO. This license will not include access to the international patents database through commercial hosts for public users.

SECTION D – PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner acceptable to common carriers and shall be delivered F.O.B. Destination. Containers and closures shall comply with Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or other regulations of carriers as applicable to the mode of transportation.

D.2 MARKING DELIVERABLES

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. The packages under this requirement shall be marked and addressed to the proper destinations and shipped to these destinations as specific in Section F.5 Delivery Location.

SECTION E – INSPECTION AND ACCEPTANCE**E.1. 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

52.246-02	Inspection of Supplies – Fixed Price	AUG 1996
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E.2 INSPECTION AND ACCEPTANCE

The COTR or authorized representative(s) will perform final inspection and acceptance of services to be provided under this contract within thirty (30) days of delivery. Final acceptance will not be made until all the backfile data is loaded and accepted by the USPTO. Contractor shall not submit an invoice until final inspection and acceptance of the deliverables is completed by the COTR named in Section G.3.

SECTION F – DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Number	Title	Date
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 ORDERS

Items (CLINs) to be furnished under this contract shall be ordered quarterly from the USPTO Contracting Officer. No supplies or services shall be rendered without an order.

F.3 The Government requires delivery to be made according to Statement of Work after receipt of the delivery order.

F.4 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of the contract is from January 1, 2006 through December 31, 2010.

The period of performance schedule is as follows:

Period	Start Date	End Date
Base Year	January 1, 2006	December 31, 2006
Option Year 1	January 1, 2007	December 31, 2007
Option Year 2	January 1, 2008	December 31, 2008
Option Year 3	January 1, 2009	December 31, 2009
Option Year 4	January 1, 2010	December 31, 2010
Incentive Award Option Year 5	January 1, 2011	December 31, 2011
Incentive Award Option Year 6	January 1, 2012	December 31, 2012

F.5 DELIVERY LOCATION

Shipment of deliverable items and reports shall be made to:

United States Patent and Trademark Office
Data Center Operations Division/Data Maintenance Branch
ATTN: Ms. Pola Jones/Mr. Andrew Evans
Madison East, Room 03D01/03D08
600 Dulany Street
Alexandria, VA 22314-1450
USA
Telephone: 571-272-5139/5131

**F.6 52.217-9 OPTION TO EXTEND THE TERM OF THE (MAR 2000)
CONTRACT – FIXED PRICE CONTRACT**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days before the contract expires, provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 20 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 shall not exceed 60 months.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative

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

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

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

**G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) -
TECHNICAL DIRECTION**

- (a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative:

NAME: Christopher Kim

ADDRESS: U.S. Department of Commerce
Patent and Trademark Office
International Liaison Staff
600 Dulany St, MDW 8C83
Alexandria, VA 22314-1450

Phone: (571) 272-7815

- (b) The COTR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

- (c) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

- (a) Invoices shall be submitted in an original and 2 copies to the following:

U.S. Patent and Trademark Office
Office of Finance
Mail Stop 17
BOX 1450
Alexandria, VA 22313-1450

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of Contractor, invoice number and invoice date.
- (2) Contract number and task order number.
- (3) Description, price, and quantity of services actually rendered.
- (4) Payment terms.
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

COTR Signature

Date

- (b) If services are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25 - See Section I) will apply to the new acceptance of replacement services.

G.5 ELECTRONIC PAYMENT INFORMATION

- (a) The information required by the clause at FAR 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office
Office of Finance,
Mail Stop 17
BOX 1450
Alexandria, VA 22313-1450

If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23,

Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a fixed-price type contract for commercial items/services.

H.2 AWARD TERM OPTION INCENTIVES

- (a) In an effort to establish long-term business relationships based on sustained superior performance, this contract provides the contractor the opportunity to earn the addition of up to two (2) more option years of contract performance (beyond the base period and regular option periods) in the form of Award Term Options.
- (b) Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to 2 award term options may be earned by the contractor through achieving and maintaining superior performance levels. These performance levels will be mutually agreed upon between USPTO and the contractor in the Award Term Incentive Plan. This plan will be bilaterally added to the contract within one year after contract execution. Within 6 months after award of the resulting contract, the successful Offeror shall submit a draft of the Award Term Incentive Plan to USPTO for negotiation.
- (c) The USPTO will designate an Award Term Determining Official (ATDO), who will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the contractor has earned the addition of the award term option. If the TDO authorizes the addition of an award term, the contractor shall, within 90 days, submit a priced proposal for the subject award term option year. Following price negotiations, a supplemental agreement will be issued to revise Section B to include the new award term option year and prices. A successful award term evaluation shall not entitle the contractor to the award term option. The award term option will be exercised (unilaterally) by the Contracting Officer after evaluation in accordance with FAR 17.2, but only if the quality levels have been maintained from the time of the ATDO decision.

H.3 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.4 ADVERTISING OF AWARD

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

H.5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.6 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.7 SECRECY AND USAGE OF PATENT INFORMATION

H.7.1 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.ossec.doc.gov/cio/itmhweb/itmhweb1.html>);

(2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, *Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and

(3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

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

(1) The *DOC IT Security Program Policy and Minimum Implementation Standards*, Section 3.3.1.4 (<http://www.ossec.doc.gov/cio/itmhweb/itmhweb1.html>).

(2) The *DOC Security Manual, Chapter 18* (<http://www.ossec.doc.gov/osy/>).

(3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of 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.

(b) 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* (<http://www.ossec.doc.gov/cio/itmhweb/itmhweb1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [insert agency or bureau specific guidance, if applicable].

(c) For all Contractor-owned systems for which performance of the contract requires

interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal

laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

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

(<http://csrc.nist.gov/secplcy/a130app3.txt>);

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

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

(c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osc.doc.gov/cio/itnhweb/itnhweb1.html>).

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

(e) [Insert agency or bureau specific guidance].

(2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osc.doc.gov/DOC-IT-Security-Program-Policy.htm>). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osc.doc.gov/DOC-ITSecurity-Program-Policy.htm>) may result in termination of the contract.

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

H.7.2 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING DOC INFORMATION TECHNOLOGY SYSTEMS

(a) Contractor personnel requiring any 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*. DOC shall provide screening using standard personnel screening forms, which the Contractor shall submit to the DOC Contracting Officer's Technical Representative (COTR) based on the following guidance:

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

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

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

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

5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from the cognizant DOC security office servicing your bureau, operating unit, or Departmental office. At the option of the government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting Officer.

(b) Within 5 days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, section 3.13 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COTR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed

Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(d) 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.

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

SECTION I – CONTRACT CLAUSES – PART II

L1 52.212-2 EVALUATION – COMMERCIAL ITEMS JANUARY 1999

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Factors:

Factor 1: Database Information

- A. Extent of Coverage
 - (1) Patent Issuing Authorities
 - (2) Dates
 - (3) Currency and Update Capability
- B. Bibliographic Records
 - (1) Record Creation
 - (2) Completeness
 - (3) Backfile Data and Updates Deliverability
 - (4) Database Record Samples
- C. Translation Capability
 - (1) Value-added Information
 - (2) Human-provided Information
- D. Accessibility
 - (1) Through Commercial Hosts

Factor 2: Personnel Resources

- A. Indexers/Abstractors
- B. Technical Assistance Capability
- C. Training Capability

Factor 3: Experience

Factor 4: Past Performance

Cost Factor:

Factor 5: Total Price

All Offerors must propose a price for each Contract Line Item (CLIN) as specified in the solicitation. Failure to do so may result in an unacceptable offer.

All CLINs will be evaluated. The Total Evaluated Cost, for award purposes, shall consist of the total price for all CLINs, including options.

The first four evaluation factors are of approximately equal weight and together are significantly more important than cost.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

I.2	52.212-05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS.	OCTOBER 2003
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(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 items or components:

[Contracting Officer shall check as appropriate.]

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

x (2) 52.212-1, Instructions to Offerors – Commercial Items (Jan 2005)

x (3) 52.212-3, Offeror Representations and Certifications – Commercial Items (Jan 2005)

x (4) 52.212-4, Contract Terms and Conditions – Commercial Items (Oct 2003)

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- ___ (ii) Alternate I (Mar 1999) of 52.219-5.
- ___ (iii) Alternate II (June 2003) of 52.219-5.
- X (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (10) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- X (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (14) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (15) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (19) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (24) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (25)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (May 2002) of 52.225-3.
- ___ (iii) Alternate II (May 2002) of 52.225-3.
- ___ (26) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (27) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (28) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

___ (29) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

___ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (32) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (35) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

___ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 items or components:

-----[Contracting Officer check as appropriate.]-----

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(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, 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS -
PART III**

ATTACHMENT 1 - Patent Issuing Authorities

ATTACHMENT 2 - Terms of License for DWPI Database

ATTACHMENT 3 - Data Fields in DWPI cXML

ATTACHMENT 1 - PATENT ISSUING AUTHORITIES

Patent-Issuing Authority	DATES
AUSTRALIA	1983 onwards
AUSTRIA	1975 onwards
CANADA	1970 onwards
EUROPEAN PATENT OFFICE	1978 onwards
FRANCE	1963 onwards
GERMANY	1963 onwards
JAPAN	1963 onwards
WIPO	1978 onwards
RUSSIAN FEDERATION	1994 onwards
SOVIET UNION	1963 - 1994
SWITZERLAND	1963 onwards
UNITED KINGDOM	1963 onwards
UNITED STATES	1963 onwards

ATTACHMENT 2 - TERMS OF LICENSE FOR DWPI DATABASE**1. Definitions**

1.1 In this Agreement, unless the context otherwise requires:

"DWPI database" means the Derwent World Patent Index abstracts, text, bibliographic data, special indexing and images as loaded in-house by the USPTO and as specified in Schedule One hereto;

"USPTO Staff" means those in-house employees and authorized representatives and contractors of USPTO who are authorized by USPTO to conduct patentability and prior art searches;

"Location" means the premises occupied by USPTO at Alexandria, VA, USA, or such other location as may be notified by USPTO to Thomson Scientific and approved by Thomson Scientific.

"In-house Use" means any direct access by USPTO Staff to the Thomson Scientific database from within the Location.

"A Record" means any data associated with a single Accession Number in the DWPI database.

1.2 In this Agreement, where the context so admits, words importing the singular shall include the plural and vice versa.

2. Scope of the License

2.1 A non-exclusive license during the term of this Agreement to load, store and use the DWPI database on USPTO's in-house online system situated at the Location for conducting searches for all purposes related to patentability and prior art in patent examination.

2.2 Save with the prior written consent of Thomson Scientific and on such terms as Thomson Scientific may agree, USPTO shall ensure that searches of the DWPI database are conducted only by USPTO Staff, and the results of those searches are not used for any other business or personal reason. Searches of the DWPI database by the public using USPTO equipment in the Public Search Facility is permitted.

2.3 This License shall not entitle USPTO to be supplied with a copy of the Markush Darc (WPIM) database or any other Thomson Scientific data [not defined in Schedule One hereto].

3. Frequency and Content of Updates

3.1 Updates to the DWPI database will be supplied by Thomson Scientific on magnetic tapes or on other delivery media to be specified, in accordance with a

mutually agreed schedule and to an agreed location in a format as defined by Thomson Scientific and mutually agreed in writing by both parties.

- 3.2 Thomson Scientific shall be entitled, upon giving the USPTO not less than three months prior written notice to change the format or content of on-going updates to the DWPI database.
- 3.3 Other than arising from a failure of records to load, or as a replacement for erroneous or missing records from the original data load, when copies, in full or in part, of the current DWPI database as maintained by Thomson Scientific for its own use are requested by USPTO for the purpose of upgrading or reloading their in-house version of the DWPI database, the price and delivery schedule shall be determined in advance by negotiation.

4. Undertakings by USPTO

USPTO hereby undertakes in favor of Thomson Scientific as follows:

- 4.1 subject as hereinafter provided and save as otherwise required by law, not to copy, duplicate, translate into any language or in any way reproduce in whole or in part the DWPI database, nor knowingly to permit the same, without the prior written consent of Thomson Scientific, save that printed and machine readable copies of DWPI database "Records" may be obtained from the DWPI database insofar as these copies are used solely to conduct searches related to patentability and prior art by USPTO. Thomson Scientific grants USPTO the right to pass paper copies of DWPI database "Abstracts" to third parties, the right to share such paper copies with applicants and other necessary parties during the examination procedure, and the right to allow the USPTO to store the DWPI database "Abstracts" in its electronic file systems which may be viewable by the public.
- 4.2 to ensure that all copies of Records in the DWPI database are conspicuously marked with Thomson Scientific's copyright notice as specified in Clause 9 of this Attachment;
- 4.3 to effect and maintain adequate security measures to safeguard the DWPI database from direct access and use by the general public or other third party, including but not limited to any unauthorized employees or representatives of the USPTO, or unauthorized patent offices or other USPTO affiliate organizations; USPTO will take reasonable, prudent and appropriate security measures identical to those taken by it to ensure the safety of access to its own databases;
- 4.4 to ensure that its employees and representatives do not undertake searches of the DWPI database on behalf of unauthorized Third Parties including other patent offices ;

- 4.5 to notify Thomson Scientific promptly upon any unauthorized disclosure, use or copying of the DWPI database, of which USPTO has notice;
- 4.6 to ensure that its employees and representatives are made aware of and comply with the restrictions set out in this clause.

5. **Intellectual and Industrial Property Rights**

The DWPI database, all parts thereof and all copyright therein are and shall at all times remain the property of Thomson Scientific. Save as expressly provided for in this Agreement no rights to or property in the Thomson Scientific database shall pass to USPTO hereunder.

6. **Liability of Thomson Scientific**

Thomson Scientific shall not in any circumstances be liable or responsible for the completeness of accuracy of the DWPI database and shall not be liable for any direct, indirect, consequential or economic loss or loss of profits resulting directly or indirectly from the use by USPTO of such database or from the performance non-performance by Thomson Scientific of its obligations hereunder.

7. **Termination**

7.1 ~~Notwithstanding the termination of this contract, clauses [4] and [8] shall remain in full force and effect.~~

7.2 Within 14 days after the termination of this contract, howsoever occurring, USPTO shall either return to Thomson Scientific or destroy (as Thomson Scientific shall direct) the whole of the Thomson Scientific database and all copies and parts thereof in its possession or under its control and will certify in writing to Thomson Scientific that all actions required under this sub-clause have been duly carried out.

8. **Confidentiality**

All information given by Thomson Scientific to USPTO or otherwise obtained by USPTO relating to Thomson Scientific's business, clients, software or property (other than information which is in the public domain) will be treated by USPTO, its employees, agents and representatives as confidential and not used other than for the benefit of Thomson Scientific nor disclosed to any third party, except where required by United States laws or regulations, without the prior written consent of Thomson Scientific, which consent may be given subject to any conditions that Thomson Scientific may, in its absolute discretion, require. If the employees, agents or representatives of USPTO need to visit the premises of Thomson Scientific, Thomson Scientific may as a prior condition of such visit require such persons to give an undertaking to keep such information as may be gained during such visit confidential.

9. **Copyright**

- 9.1 USPTO shall procure that the following notice is to be conspicuously displayed on each occasion of access to the DWPI database:

"All rights reserved. No part of this database may be reproduced or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or stored in any retrieval system of any nature, without the prior written permission of Thomson Scientific Inc. "

"Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract (or Purchase Order) No. (Contract Number to be inserted by USPTO)

- 9.2 The following notice is to be conspicuously marked on all copies of records in the DWPI database:

Copyright © 2005 The Thomson Corporation

(The year to be amended as appropriate)

10. **Assignments**

USPTO shall not, without the prior written consent of Thomson Scientific, sub-license or assign or otherwise transfer or dispose of any of its rights or obligations hereunder.

SCHEDULE ONE

DWPI DATABASE DEFINITION

The Thomson Scientific DWPI database as supplied to the USPTO will comprise the following fields of information:-

Basic Bibliographic Data, including IPC and USPC

Derwent English Language Title

Novelty Field (from 1999 onwards)

Additional Terms

DERWENT CLASSES

Designated States/Citations of EP and PCT Applications

Related Accessions and Equivalents (Patent family data)

Basic Derwent English Language Alerting Abstract

Derwent English Language Extension Abstract (from 1999 onwards)

Technology Focus Field (from 1999 onwards)

CPI Manual Codes

EPI Manual Codes

Polymer Indexing

DCR Indexing (from 1999 onwards)

Chemical Fragmentation Codes

General Corrections

Selected images, where available in the original patent document

Original Patent Specification abstracts in German, English and/or French from DE, EP, PCT and US documents (where available)

Original Patent Specification titles in German, English and/or French from DE, EP, JP, PCT and US documents (where available)

Original Patent Specification agent and agent address from DE, EP, PCT and US documents (where available)

Original Patent Specification patent assignee and address from DE, EP, JP (no address), PCT and US documents (where available)

Original Patent Specification inventor and address from EP, JP (no address), PCT and US documents (where available)

Original Patent Specification First Claim in German, English and/or French from DE, EP and US documents (where available)

Markush Darc (WPIM) indexing will not be included in the data provided to the USPTO.

Unless otherwise advised, the content of the above mentioned data fields shall be the same as that provided to commercial online hosts.

ATTACHMENT 3 – DATA FIELDS IN DWPI cXML

<u>Data Type</u>	<u>Time Period</u>	<u>DWPI – Subscriber format</u>	<u>DWPI – cXML</u>
<u>1. Derwent Title</u>	<u>1960's to date</u>	<u>Present.</u> <u>Plain ASCII version supplied in "Heritage" format (Subscriber)</u>	<u>Present</u> <u>Supplied in Reload XML format, with* & without embedded markup tags</u> <u>*post-1999 records</u>
<u>2. First Level Data / Original Author Title NEW</u>	<u>Backfile ('70-80's to date)</u> <u>DE, EP, WO, US, JP (PAJ)</u> <u>Frontfile (2004 onwards)</u> <u>Original author text data available from DWPIFV sources e.g. DE, EP, WO, US + AU, GB</u> <u>JP Titles (produced by TS proprietary MAT)</u> <u>Note: DWPIFV KR/CN/RU translations are not included</u>	<u>Absent</u>	<u>Present.</u> <u>Supplied in XML Reload format, with & without embedded markup tags</u>
<u>3. Alert Abstract</u>	<u>1960's to date</u>	<u>Present.</u> <u>Plain ASCII version supplied in "Heritage" format (Subscriber)</u>	<u>Present</u> <u>Supplied in Reload XML format, with* & without embedded markup tags</u> <u>*post-1999 records</u>
<u>4. Equivalent Abstract</u>	<u>DEC: 84-9551 – Alert Abs</u> <u>EPB: 84-9751 – Claim 1</u> <u>GBB: 84-9751– Claim 1</u> <u>NLA: 84-9551 – Alert Abs</u>	<u>Present</u> <u>Plain ASCII version supplied in "Heritage" format (Subscriber)</u>	<u>Present</u> <u>Supplied in Reload XML format, without embedded markup tags.</u> <u>Where "Equiv Abs" content contains Claim</u>

	USA: 84-9551– Alert <u>Abs</u> USA: 96-9751– Claim <u>1</u>		<u>data, this appears in the Claim field instead – see row 9.</u>
5. Technology <u>Focus,</u> <u>Extension</u> <u>Abstract</u>	<u>1999 to date</u>	<u>Absent</u>	<u>Present</u> <u>Supplied in Reload XML format, with* & without embedded markup tags</u> <u>*post-1999 records</u>
6. <u>Documentation</u> <u>Abstract</u> <u>(Images)</u> <u>NEW</u>	<u>Section A: 1966 to date</u> <u>Section C: 1965 to date</u> <u>Section AM: 1970 to date</u>	<u>Absent</u> <u>Originally hand-typed & hard copy print, so only available to date as “DERPICT” CD product</u>	<u>Present.</u> <u>Supplied as IMAGES of DocAbs for display only. (Multiple images per PAN)</u>
7. <u>Documentation</u> <u>Abstract D-</u> <u>Type</u> <u>NEW</u>	<u>1994-1999</u> <u>(About 800K in total)</u>	<u>Absent</u>	<u>Present.</u> <u>Supplied in XML Reload format. Embedded tags not stripped out</u>
8. First Level <u>Data / Original</u> <u>Author</u> <u>Abstract</u> <u>NEW</u>	<u>Backfile (’70-80’s to date)</u> <u>- DE, EP, WO, US</u> <u>Frontfile (2004 onwards)</u> <u>Original author text data available from DWPIFV sources i.e. DE, EP, WO, US + AU</u> <u>Note: DWPIFV JP MAT and KR/CN/RU translations are not included</u>	<u>Absent</u>	<u>Present.</u> <u>Supplied in XML Reload format, with & without embedded markup tags</u>
9. First Level <u>Data / Original</u> <u>Main/Exemplary Claim</u>	<u>Backfile (’70-80’s to date):</u> <u>DE, EP, US</u>	<u>Absent</u>	<u>Present.</u> <u>Supplied in XML Reload format, with & without</u>

<u>NEW</u>	<u>Frontfile (2004 onwards)</u> <u>Original author text data available from DWPIFV sources i.e. DE, EP, US</u>		<u>embedded markup tags</u>
<u>10. DWPI Biblio data</u>	<u>1960's to date (content grows over time)</u>	<u>Present</u> <u>Supplied in "Heritage" format (Subscriber)</u>	<u>Present.</u> <u>Supplied in XML Reload format.</u> <u>Biblio data is combined and de-duped at the "Invention Level", and also supplied as specific details for the individual patent at the "Member Patent Level"</u>
<u>11. Extra FLD Biblio Data</u> <u>- Full Inventor Names + Address</u> <u>- Agents + Address</u> <u>NEW</u>	<u>Backfile ('70-80's to date)</u> <u>DE, EP, WO, US JP (PAJ Inventor names only)</u> <u>Frontfile (2004 onwards)</u> <u>Where available from DWPI/DWPIFV sources</u>	<u>Absent</u>	<u>Present.</u> <u>Supplied in XML Reload format at "Member Patent Level".</u>
<u>12. National Classification</u> <u>NEW</u>	<u>US Class (Original, Reclassification)</u> <u>ECLA</u> <u>JP F-Terms (Future data supply)</u>	<u>Absent</u>	<u>Present.</u> <u>Supplied in XML Reload format.</u>
<u>13. IPC8</u> <u>NEW</u>	<u>Frontfile: New patents published from 2006 onwards</u> <u>Backfile: Any patent from any time period where IPC reclassifications are issued from 2006</u>	<u>Current DWPI coverage IPC1-7 only.</u> <u>IPC8 Original classifications applied from Jan 2006 onwards</u> <u>IPC 8 Reclassifications</u> <u>Absent</u>	<u>Present – Original and Reclassification.</u> <u>Supplied in XML Reload format.</u>

	<u>onwards</u>		
<u>Data Type</u>	<u>Time Period</u>	<u>DWPI – Subscriber format</u>	<u>DWPI – cXML</u>

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS - PART IV**

K.1 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - MARCH 2005
COMMERCIAL ITEMS.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Gross
Number of Employees

Revenues

☐ 50 or fewer

☐ \$1 million or less

☐ 51--100

☐ \$1,000,001--\$2 million

☐ 101--250

☐ \$2,000,001--\$3.5 million

☐ 251--500

☐ \$3,500,001--\$5 million

☐ 501--750

☐ \$5,000,001--\$10 million

☐ 751--1,000

☐ \$10,000,001--\$17 million

☐ Over 1,000

☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy

American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.